



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



IFB Number:..... **IFB26000131**

Title:..... Firefighting Personal Protective Equipment (PPE)

Issue Date:..... January 28, 2026

Sealed Bids Due:..... February 24, 2026, 2:00 P.M.

Sealed Bids Opening: 30 minutes after the Sealed Bids Due date and time specified above

Bid Opening Location:..... [Chesterfield County Virtual Bid Opening Link](#)

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Harold Leach, Senior Sourcing Officer, at (804) 706-2117, or by email to procurement@chesterfield.gov. **Inquiries must be received no later than February 13, 2026 at 4:00 p.m. 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.

All prices shall be F.O.B. Destination: Chesterfield Fire & EMS Logistics Warehouse, 6600 Public Works Court, Chestefield, VA 23832

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 § 18.2-498.1, et. seq. of the *Code of Virginia*. 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;
- that the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee’s immediate family shall have a proscribed personal interest in a contract; and
- that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.

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.

TABLE OF CONTENTS

I.	PURPOSE	3
II.	BACKGROUND	3
III.	SCOPE OF WORK/SPECIFICATIONS	4
IV.	INSTRUCTIONS.....	4
V.	TERMS AND CONDITIONS	6
VI.	BID FORM.....	27
	ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information.....	38

I. PURPOSE

The purpose of this Invitation for Bid (IFB) is to establish a requirements contract for Firefighting Personal Protective Equipment (PPE) and related supplies specified herein. This contract will establish pricing and delivery requirements for a multi-year contract.

II. BACKGROUND

The Chesterfield Fire & EMS current structural firefighting Personal Protective Equipment (PPE) ensemble provides direct protection from thermal injuries. The pants and coat also provide some barrier protection from the particulates in the smoke through the attached vapor barrier. The Nomex hood worn by our members provides great thermal protection but no barrier/particulate protections from the byproducts of combustion in a fire setting. Particulate hoods were developed in response to greater awareness in the battle against cancer in the fire service.

A particulate blocking fire hood is designed to protect the user against PAHs, down to 0.2 microns, which can penetrate current Nomex hoods. These microns or particulates have been discovered to infiltrate the skin and potentially cause cancer. Chesterfield Fire & EMS, on the recommendations of the Toxic Atmosphere Workgroup, took steps to assist members with the prevention of fire service cancer by modifying their on-scene decontamination and other procedures. Therefore, Chesterfield Fire & EMS seeks to procure brand-name Innotex® and LION Redzone™ particulate hoods as an additional component of the PPE ensemble for providing an extra layer of protection against unknown carcinogens.

Likewise, firefighting gloves provide heat-resistant, waterproof, and puncture-proof protection designed to provide optimal dexterity and safety. As a result and in consultation with the Structural Firefighting Glove Workgroup, Chesterfield Fire & EMS seeks to procure name-brand Vanguard, Fire-Dex, and FireArmor gloves; no substitutes will be accepted. Magid Cut-Master work gloves or an equivalent are to be purchased as well. Also, all gloves must have the ability to be customized to all hand patterns and to meet the needs of personnel who are amputees.

Wildland brush jackets are a critical component of personal protective equipment for firefighters operating in forested, grassland, and rural fire zones. Unlike structural fires, wildland firefighting involves prolonged exposure to intense heat, unpredictable terrain, and rapidly changing environmental conditions — all of which demand specialized gear. For that reason, Chesterfield Fire & EMS seeks to procure brand-name Veridian (or equivalent) dual certified wildland coat with custom options and compliance level NFPA 1951 and 1977.

Firefighting helmets are a vital piece of personal protective equipment, designed to safeguard the most critical part of a firefighter's body — the head. In hazardous environments where falling debris, extreme heat, and low visibility are common, a durable and reliable helmet can mean the difference between injury and safety. For that reason, Chesterfield Fire & EMS seeks to procure MSA Cairns 1836 traditional fire helmets (or equivalent).

III. SCOPE OF WORK/SPECIFICATIONS

- A. Specifications are included in the Pricing Schedule. Information regarding use of a brand name is addressed in Section V.B. SPECIAL TERMS AND CONDITIONS, page 21 item 3. Variance in specifications deemed not to be material, in the sole discretion of the County, may be allowed in determining the lowest responsive and responsible bidder.

IV. INSTRUCTIONS

A. **Submission and Receipt of Bids**

1. Sealed bids must be submitted either electronically or in hard copy. If submitted electronically, bids must be submitted via the County's eProcurement system. If submitted in hard copy, bids must be delivered to Chesterfield County, Lane B. Ramsey Building, c/o Procurement Department, 9901 Lori Road, P.O. Box 51, Chesterfield, Virginia, 23832, and they must be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. Bids must be received by the County no later than the specified time and date designated in the invitation. **ANY NOTATION ON THE EXTERIOR OF THE ENVELOPE OF A BID SUBMITTED IN HARD COPY THAT PURPORTS TO ALTER, AMEND, MODIFY OR REVISE THE BID CONTAINED WITHIN THE ENVELOPE SHALL BE OF NO EFFECT AND SHALL BE DISREGARDED.** The time of receipt shall be determined by the official time clock stamp for bids submitted in hard copy and by the time submitted through the County's eProcurement system for bids submitted electronically. Bidders are responsible for ensuring that their hard copy bids are stamped by Procurement Department personnel or designee before the deadline and for ensuring that their electronic bids are accepted through the County's eProcurement system; acceptance may be verified through the bidder's supplier account in the County's eProcurement system. Late bids shall be rejected. A bidder should not submit a bid in both hard copy and electronically. A bidder should choose only one method of submitting a bid.
2. Should the bidder decide to utilize an express delivery service or hand deliver a hard copy of their bid, please note that the Lane B. Ramsey Building is located at the intersection of Ironbridge Road (State Route 10) and Lori Road. All bids shall be delivered to the Lobby.
3. Bids or changes to a bid response shall not be accepted via fax or email.
4. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for hard copy 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.
5. All bids shall be signed in the space provided for a signature on the cover sheet and returned. Electronic signatures shall be acceptable for electronically

submitted bids.

- a. If the bidder is a 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 corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the corporation.
 - b. If the bidder is a partnership, the bidder shall show the title of the individual signing the bid, and if the individual is not the general partner of the partnership, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership.
 - c. If the bidder is a limited liability company, the bidder shall show the title of the individual signing the bid, and if the individual is not a member or manager of the limited liability company, if requested, the bidder shall submit proof that the individual has the authority to bind the limited liability company.
6. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope, if submitted in hard copy, or submitted in the same electronic submission, if submitted electronically. Bids submitted in violation of this provision may not be considered.
 7. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
 8. No bid shall be altered or amended after the specified time for opening.
 9. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Procurement Department at (804)748-1617 as soon as possible.
 10. 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/procurement.

- 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 Procurement 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.

Opening of Bids: At the date and time specified on the cover page of this Invitation for Bids, the bids that were timely received by the County will be publicly opened and read aloud by the County via the Microsoft Teams link found on the IFB cover page.

Bids that are submitted in hard copy will be digitized by the County, and the County's digital file will become the permanent record of the bid.

V. TERMS AND CONDITIONS

The following terms and conditions are applicable to, and incorporated by reference in, any governmental procurement from a nongovernmental source conducted by the Chesterfield County Procurement Department (or pursuant to delegated purchasing authority) on behalf of all Chesterfield County public bodies, as public bodies are defined in Code of Virginia Section 2.2-4301, as amended, including any agencies, boards, authorities, or other entities for which the Chesterfield County Procurement Department acts as purchasing agent. The term “County” as used herein, or in any general or special terms and conditions means the applicable entity or entities listed above that is/are procuring goods and/or services from a nongovernmental source. “Contractor” means the nongovernmental entity entering into an agreement with the County to provide goods and/or services to the County. “Contract” means the agreement between the County and the Contractor for the provision of goods and/or services to the County.

NOTE: Certain terms and conditions may not be applicable based on the method of procurement and the good/service being procured.

A. GENERAL TERMS AND CONDITIONS

1. **Addenda:** No changes or supplemental instructions to a solicitation shall be applicable unless in the form of written addenda. Most addenda are downloadable from the Procurement Department web site at: www.chesterfield.gov/ping. Each bidder/offeror is responsible for obtaining all addenda posted at the Procurement 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/proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
2. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of the Contract beyond the end of the County’s fiscal year on June 30 of any year is subject to approval and ratification by the Chesterfield County Board of Supervisors, and the School Board of Chesterfield County, as applicable, and appropriation by them of the necessary money to fund the 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.
3. **Assignment of Contract:** The County and Contractor bind themselves and any successors, and assigns to the Contract. The employees of the Contractor shall 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.

- 4. 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 and to verify Contractor's compliance with 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 the 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 three(3) years after the date of final payment by the County to the Contractor pursuant to the 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.
- 5. Change Orders:** Change orders must be approved by the County prior to work being performed.
- 6. Commitment to Diversity and Chesterfield Businesses:**

 - a. 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, service-disabled veteran-owned businesses, small 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, service-disabled veteran-owned businesses, small businesses, women-owned businesses, military family-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, service-disabled veteran-owned businesses, small 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 Procurement 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.

b. Definitions:

- i. Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.
- ii. 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* Section 2.2-4310, as amended)
- iii. Service Disabled Veteran-Owned Business (SDVOB) – a business that is at least 51% owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans. (*Code of Virginia* Section 2.2-4310, as amended)
- iv. Small Business (SB) – a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (*Code of Virginia* Section 2.2-4310, as amended)
- v. 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* Section 2.2-4310, as amended)
- vi. Military Family-Owned Business - a business that is at least 51 percent owned by one or more persons within the definition of "military family" or, in the case of a corporation, partnership, or limited liability company or other entity, in which at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are persons within the definition of "military family" and both the management and daily business operations are controlled by one or more individuals who are persons within the definition of "military family." (*Code of Virginia* Section 2.2-4310, as amended)

Military Family - (i) a member of the uniformed forces, as defined in 10 U.S.C. § 101(a)(5), of the United States or a reserve component thereof named under 10 U.S.C. § 10101, (ii) a veteran as defined in 38 U.S.C. § 101(2), or (iii) a dependent as defined in 50 U.S.C. § 3911(4) except that the support provided by the service member to the individual shall have been provided 180 days immediately preceding an alleged action that if proven true would constitute unlawful discrimination under this section instead of 180 days immediately preceding an application for relief under 50 U.S.C. Chapter 50. (Code of Virginia Section 2.2-4310, as amended)

- c. This provision only applies to contracts valued in excess of \$10,000. If the Contractor intends to subcontract work as part of its performance under this Contract, the Contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, service-disabled veteran-owned businesses, and military family-owned businesses. (Code of Virginia Section 2.2-4310, as amended)
- 7. 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 the County. The County will conduct these checks for any worker it believes may 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 County may, in its sole discretion, disqualify a contract worker from providing work/services for the County.
- 8. Contractor's Authorization To Transact Business:** In accordance with *Code of Virginia* Section 2.2-4311.2, as amended, all bidders/offerors organized as stock or nonstock corporations, limited liability companies, business trusts, or limited partnerships or registered as registered limited liability partnerships must be authorized to transact business in the Commonwealth as domestic or foreign business entities if so required by Title 13.1 or Title 50 or as otherwise required by law. Any bidder/offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required law, shall include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. This information shall be provided in the attachment included in the solicitation titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid/proposal. The Contractor shall not allow its corporate or partnership existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of any contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.
- 9. Copyrights or Patent Rights:** The Contractor certifies that there has been no

violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered under the Contract. The Contractor shall, at his its own expense, defend any and all actions or suits charging such infringement, and shall hold the County, its officers, employees, and agents harmless from any and all liability, loss or expense incurred by any such violation, or alleged violation.

10. Default: If the Contractor fails to deliver the 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) days' notice, obtain the 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, and the County may exercise this right either separately from or in addition to its right to terminate the Contract for cause as provided herein.

11. Drug Free Workplace: (*Code of Virginia*, Section 2.2-4312, as amended) This provision only applies to contracts valued in excess of \$10,000.

- a. During the performance of the 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- b. 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.

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

- a. During the performance of the Contract, the Contractor agrees as follows:
 - i. 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.

- ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such is an equal opportunity employer.
 - iii. 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.
- b. The Contractor must include the provisions of the foregoing paragraphs i, ii, and iii in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

13. Environmental, Health & Safety (EHS):

- a. The Contractor shall comply with all federal, state and local environmental and safety laws and regulations. Chesterfield County's Department of Risk Management, Environmental, Health and Safety Division maintains an EHS system based on ISO 14001 and 45001 standards. The Bidder shall review and comply with the Contractor EHS Guidelines (EHS.FORM.0011) accessible <https://www.chesterfield.gov/DocumentCenter/View/1842/Contractor-Environmental-Guideline-and-Policy-PDF>. The Contractor shall work with the County Project Manager to manage and control those activities that may cause environmental impact or present a safety hazard. Bid pricing shall include all costs associated with controls, permits and training to ensure regulatory compliance and to protect human health and the environment.
- b. The Contractor, its employees and Subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health (VOSH) Compliance Program administered by the Virginia Department of Labor and Industry. The provisions of all rules and regulations governing safety as adopted by the Safety and health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Contractor.
- c. The Contractor shall provide an authorized, supervisor at each job site who is competent, and qualified, has authority over the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards at the jobsite and its surroundings and of identifying working conditions which are or may be hazardous or dangerous to employees or the public. The supervisor shall be capable of ensuring compliance with all applicable safety and health

regulations and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's or Subcontractor's employees from the work site. This supervisor shall be accessible by the County's Project Manager, the County's Procurement Department representatives, and the County's Department of Risk Management representatives.

- d. When requested to do so by the County or its representative, Contractor and its subcontractor(s) shall immediately provide to the County a copy of the Contractor's policies or manuals related to Environmental, Health & Safety compliance, and/or copies of training records for Contractor's or Subcontractor's employees.
 - e. If the County provides written or verbal notice to the Contractor that any of its activities have been determined by the County, its representative, or any regulatory authority to be hazardous and need to be stopped, the Contractor shall immediately discontinue those activities until notified by the County that he may resume activities.
 - f. If requested by the County Project Manager, the Contractor and its subcontractors shall immediately provide to the County a written health and safety plan for the project proceeding with or continuing the work. The County may order the work stopped if the Contractor or its subcontractors fail to comply with this provision.
- 14. ePayables:** The 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.
- 15. Faith-Based Organizations:** (*Code of Virginia* Section 2.2-4343.1, as amended)
The County does not discriminate against faith-based organizations.
- 16. Federal Terms:** For goods and/or services that are identified by the County as being federally funded, the Contractor is subject to, and must comply with, all federal requirements applicable to the federal funding, including the Federal Requirements appended hereto.
- 17. Finance/Interest Charges:** The County shall not be obligated to pay any finance and/or interest charges, including any charges or penalties associated with late payment.
- 18. Force Majeure:** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or

delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to, fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority (a "Force Majeure Event"); provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. The party affected by the Force Majeure Event must provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of the Force Majeure Event, and the parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

19. Governing Law: The Contract shall be governed by the laws of the Commonwealth of Virginia, excepting its law governing the conflict of laws. Disputes arising out of the Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County, to the exclusion of any otherwise permissible forum or venue, and Contractor hereby waives any defense of lack of personal jurisdiction or inconvenient forum in such court.

20. Indemnification: The Contractor shall hold harmless and indemnify the County 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. As a matter of law, the County is prohibited from indemnifying the Contractor, subcontractors, or any third party beneficiaries of the Contract.

21. Invoices: Invoices for goods and services ordered and delivered shall be submitted by the Contractor to the remittance address shown on the purchase order. All invoices shall show the purchase order number, description of the goods and services, stock number and contract price as applicable. The County's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.

22. Mistakes in Bids

- a. Mistakes discovered following bid opening but prior to award:
 - i. If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the County procurement department's representative may contact the low bidder to confirm whether the bid price is accurate. Such contact 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.
 - ii. Prices shall be stated in units of quantity and/or work as specified in the Pricing Schedule. In the event of a discrepancy in calculating price extensions (an error in the multiplication of units of quantity and/or work and the unit price), the unit price shall govern and the discrepancy shall 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 of the column shall be resolved in favor of the correct sum total. The County reserves the right to audit price extensions and/or totals, and may use corrected price extensions and/or totals after such audit to determine the apparent low bidder. The County is not responsible for a bidder's clerical or mathematical errors. The County further reserves the right to reject any bid in whole or in part, delete items before making an award, or waive any informality, in accordance with the Virginia Public Procurement Act.

- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

23. Modification of the Contract: The Contract shall not be amended, modified, or otherwise changed except by a writing signed by both the County and Contractor.

24. 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 Procurement Director, or designee, with assistance from the user department or specific entity.

25. Payment Clause (Va. Code § 2.2-4354):

- a. This subdivision (a) applies to construction contracts, as defined in Code of Virginia Section 2.2-4347, as amended. If the Contractor has not received payment from the County for work performed by a subcontractor under the Contract, Contractor is liable for the entire amount owed to such subcontractor and to pay such subcontractor within 60 days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. Contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the Contract. However, if the Contractor withholds all or a part of the amount invoiced by the subcontractor under the terms of the Contract, Contractor shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the Contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that Contractor's receiving payment for amounts owed to that Contractor.
- b. If 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 Code of Virginia Section 2.2-4352, as amended. Within seven (7) days after Contractor's receipt of amounts paid to Contractor by the County for work performed by a subcontractor under the

Contract, Contractor must:

- i. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or
 - ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment. Such written notice shall include the reason why payment is being withheld.
- c. If Contractor is an individual, Contractor must provide the County with his social security number. If Contractor is a proprietorship, partnership, or corporation, Contractor must provide the County with its federal employer identification number.
 - d. Contractor must pay interest to the subcontractor on all amounts owed by Contractor that remain unpaid after seven days following receipt by Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in subdivision b, above. Unless otherwise provided under the terms of the Contract, interest on payments owed by Contractor to the subcontractor shall accrue at the rate of one percent per month.
 - e. Contractor must include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements contained in this section with respect to each lower-tier subcontractor.
 - f. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the County. No contract modification shall be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

26. Payment Card Industry Data Security Standards: If (a) Contractor stores, processes, or transmits cardholder data or engages in credit card processing, or (b) the goods or services provided by Contractor involve credit card processing or the storage, processing, or transmission of cardholder data, then Contractor shall comply with the Payment Card Industry Data Security Standards established by the PCI Security Standards Council, available at https://www.pcisecuritystandards.org/pci_security/maintaining_payment_security. These standards ensure the protection of payment account data throughout the payment lifecycle, including credit card and debit card numbers, access codes, and other cardholder data and sensitive authentication data.

27. Precedence of Terms: All Special Conditions contained in a 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.

28. Preferences:

- a. In accordance with Code of Virginia Section 2.2-4324(B), as amended, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Code of Virginia Section 2.2-4324(D), as amended, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.
- b. In accordance with *Code of Virginia* §2.2-4328, as amended, and §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, as amended, or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

29. Prior Defaulted Contracts: The County may, in its sole discretion, choose not to make an award to a bidder/offeror who has previously had a contract with the County terminated for the bidder's/offeror's default or has been debarred by another public entity. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the bidder/offeror has had a contract with the County terminated for default.

30. Prohibited Applications and Websites (Va. Code § 2.2-5514.1): Contractor and its employees, officers, and agents may not download or use any application, including TikTok or WeChat, or access any website developed by ByteDance Ltd. or Tencent Holdings Ltd. (i) on any government-issued device or government-owned or government-leased equipment, including mobile phones, desktop computers, laptop computers, tablets, or other devices capable of connecting to the Internet, or (ii) while connected to any wired or wireless Internet network owned, operated, or

maintained by the Commonwealth.

- 31. Proprietary Information:** *Code of Virginia* Section 2.2-4342(F), as amended, 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 *Code of Virginia* Section 2.2-4342(F), as amended, is not properly invoked then the bids/proposals will be subject to disclosure pursuant to applicable law.
- 32. Quality Expectation Statement:** The County, through its quality initiative, is a recognized leader in providing quality goods 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, goods and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide goods and services with a target of "zero defects - zero rework".
- 33. References:** If requested, the bidder/offeror shall provide references which document past work performance and experience in the type of work required for the Contract. The County may contact all references furnished by bidders/offerors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder/offeror.
- 34. Security Breach:** "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which County data is exposed to unauthorized disclosure, access, alteration, or use. Upon becoming aware of a confirmed Security Breach or a suspected Security Breach, Contractor shall promptly (but no later than 24 hours after becoming aware of a confirmed Security Breach and no later than 48 hours after becoming aware of a suspected Security Breach) notify the County; fully investigate the event; and cooperate fully with the County's investigation of and response to the event. Pursuant to § 2.2-5514 of the Code of Virginia, a Security Breach must be reported to the Virginia Fusion Intelligence Center within 24 hours from when the incident was discovered.

If Contractor must under the Contract create, obtain, transmit, use, maintain, process, or dispose of the subset of County data known as Personally Identifiable information, the following provision applies. In addition to any other remedies available to the County under law or equity, Contractor will reimburse the County in full for all costs incurred by the County in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or

contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

If Contractor will NOT under the Contract create, obtain, transmit, use, maintain, process, or dispose of the subset of County data known as Personally Identifiable information, the following provision applies. In addition to any other remedies available to the County under law or equity, Contractor will reimburse the County in full for all costs reasonably incurred by the County in investigation and remediation of any Security Breach caused by Contractor.

35. Sensitive Information Handling: For purposes of this Contract, "Sensitive Information" is defined as information in the possession of the County which is specific to an employee, student, citizen, County business function, private business entity or other government entity which is not generally available to the public. Contract workers shall not under any circumstances remove Sensitive Information from County facilities. Any Sensitive Information that must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within, and shall not be taken outside of, the County's facilities. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the County's department head, if any, and the specific entity's information systems technology department manager or director. If the specific County entity entering into the Contract does not have an information systems technology department, then the consent must be obtained from the Chesterfield County Chief Information Officer, or his or her designee. Any access to County information by contract workers from outside the County intranet shall be in accordance with existing technology security policies and procedures as required by the Contract. Contract worker network connected computer equipment shall be subject to all applicable County policies and procedures. Any exception to the application of these policies shall require approval by the specific County entity's information systems technology department manager or director. If the specific County entity entering into the Contract does not have an information systems technology department, then the approval must be obtained from the Chesterfield County Chief Information Officer, or his or her designee.

36. Taxes: The 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 the County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the 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/proposal.

37. Technology Agreements: Offerors and/or Contractors shall submit terms of service, terms of use, end user license agreements, software license agreements, and any other terms and conditions applicable to their products or services along with their proposals, as applicable, and (regardless of whether a proposal is

submitted) prior to entry into the Contract for any online activity (i.e., hosted, online, portal, website, support site, etc.) that is required to use or support the product or service being provided. No click-through terms or conditions or any terms and conditions on Contractor's website or any mobile application will be binding on the County or its officers, officials, employees, or agents.

38. Termination for Convenience: It shall be the sole right of the County to terminate the Contract upon written notification to the Contractor.

39. Termination for Cause:

- A. This Section A applies only to construction contracts. 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:
- i. 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; and/or
 - ii. 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.

- B. This Section B applies to all other contracts that are not construction contracts. If the Contractor fails to timely perform under the Contract or if the Contractor breaches the Contract in any other way, the County may, after providing the Contractor thirty (30) days' notice, terminate the Contract. In the event the County has prepaid any fees to the Contractor, the Contractor must immediately refund to the County any prepaid fees, pro-rated to the date of termination. The County shall also be entitled to recover all damages to which it is entitled by law.

40. Unauthorized Aliens: (*Code of Virginia* §2.2-4311.1, as amended) The Contractor shall not during the performance of the Contract knowingly employ any unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

41. 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. Any bidder/offeror

who provides rewards programs, gifts or gift cards, or other rewards to its customers for purchases made by such customers, must identify this fact in its bid/proposal and demonstrate in the bid/proposal how it has applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.

42. Waiver of One Breach Not Waiver of Others: No waiver by the County or its agents or employees of any breach of the 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 the Contract are cumulative, and in addition to each and every other remedy under the law.

43. Withdrawal of Bids (not applicable to competitive negotiation):

a. Withdrawal: Other than Construction

A bidder for a public contract other than a construction contract may request withdrawal of its 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 work papers, documents or 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 its 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 work papers, documents or materials used in the preparation of the bid sought to be withdrawn. Such notice shall be sent to the Procurement Department prior to award. The work papers, documents and materials shall, at the bidder's request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F), as amended.

44. Forced and Indentured Child Labor Prohibition: (*Code of Virginia* Section 2.2-4311.2, as amended) This provision only applies to contracts valued in excess of \$10,000.

- a. The use of forced or indentured child labor in the performance of the contract is prohibited.
- b. The contractor must include the prohibition in subsection (a) in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor.
- c. For purposes of this section, "forced or indentured child labor" means all work or service (i) exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such

person does not offer himself voluntarily or (ii) performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

B. SPECIAL TERMS AND CONDITIONS

- 1. 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 or revoke acceptance of the defective or non-conforming goods and return goods to the Contractor at the Contractor's expense.
- 2. 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.
- 3. Brand Name or Equal:** In accordance with *Code of Virginia*, Section 2.2-4315, as amended, 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.

- 4. Condition of Items:** All materials used for the manufacture or construction of supplies, materials, or equipment covered by this solicitation shall be new. Unless otherwise provided in the solicitation, products bid must be new, the latest model, the best quality, and the highest grade workmanship.

5. Contract Term/Contract Renewal/Contract Extension

a. Contract Term

The initial term of this contract shall be effective from date of final contract execution through March 31, 2027

Contract Renewal This contract may be renewed by the County for four (4) successive one-year periods under the terms and conditions of the original contract. Pricing for renewal terms shall be based on the minimum percentage discount from the Manufacturer's Published Price List. Although the price list in effect may vary during a contract term, the fixed minimum percentage shall remain firm for the entire term of the contract, to include each renewal term. Upon a determination by the County to renew this contract for an additional term, written notification will be given to the Contractor.

b. Contract Extension

The County has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

- 6. Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of *Code of Virginia*, Section 2.2-4304, as amended. If agreed to by the Contractor, other public bodies may utilize this contract, except for 1) contracts for architectural and engineering services; or, 2) construction contracts. The Contractor shall deal directly with any public body it authorizes to use the contract. The 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 County contract. The County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 7. Defective Products/Parts:** The Contractor shall be responsible for the pick-up/return of any defective products/parts. The defective item shall be replaced with the same item, at no charge to the County, and shall ship immediately upon notification and not wait for the defective product/part pick-up/return. All costs associated with pick-up/return and delivery of replacement products/parts shall be the responsibility of the Contractor.
- 8. Descriptions:** The descriptions of items in the specifications are equally as important as the manufacturer's model/product numbers. If the bidder finds any inconsistency between the manufacturer's model/product numbers and the description, the bidder shall notify the Chesterfield County Procurement Department

prior to the submission of the bid.

- 9. Delivery Instructions/Notification:** The Contractor must schedule an appointment for all deliveries by contacting Chesterfield Fire & EMS Resource Management Division at (804) 717-6371, 24 hours prior to the anticipated delivery. All deliveries to 6600 Public Works Court, Chesterfield, VA 23832-6528 shall be between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday. The County reserves the right to refuse delivery if notification is not given.
- 10. Demonstrations:** By submitting a bid, the bidder certifies that the specified equipment is in productive use and capable of demonstration in the proposed configuration. The County reserves the right to require bidders to demonstrate the functionality of proposed equipment to its satisfaction prior to making an award. It is anticipated that a demonstration would be required within fifteen (15) calendar days of the bid opening date. Such demonstration is intended to show that a bidder's product(s) will perform in a satisfactory manner and that the product(s) will meet or exceed the performance specifications contained in the solicitation. Failure by a bidder to comply with a request for demonstration may result in rejection of the bid.
- 11. Discrepancies:** The Contractor shall immediately report to the County, in writing, any discrepancies found between the contract documents and site conditions or any alleged inconsistencies or ambiguities in the contract documents. The County will promptly address such alleged inconsistencies or ambiguities in writing. Work done by the Contractor after the discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- 12. 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, 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 Director 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. All insurance carriers shall waive any and all subrogation against the County, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this

requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that the County may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

- a. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.
- b. Business Automobile Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage should include all owned, hired and non-owned automobiles.
- c. Workers' Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.
- d. Umbrella Liability in excess of Commercial General Liability and Automobile Liability: \$2,000,000 per occurrence and in the aggregate. Such umbrella or excess policy shall provide substantially the same coverage as the underlying Commercial General Liability (including the County as an additional insured), Business Automobile Liability or Employers' Liability insurance and shall expressly provide that the umbrella or excess liability will drop down over a reduced or exhausted aggregate limit of the underlying insurance.

An insurance certificate shall be provided as evidence of the required insurance. The insurance certificate:

Must reflect that the Commercial General Liability policy names Chesterfield County Public Schools, the County of Chesterfield, their officers, employees, and agents, as an additional insured by endorsement to the policy or as required by contract.

Additional insured status applies to all work of the named insured performed on behalf of the County of Chesterfield for this policy period.

- e. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the County;
- f. Must have an authorized signature;
- g. The Certificate Holder should be listed as
Chesterfield County
c/o Risk Management Department
9901 Lori Road, Room 206
Chesterfield, VA 23832-0001

- 13. Manufacturer Direct Replacement and/or Discontinued Equipment/Parts:** During the contract, the County shall be notified promptly of any manufacturer's discontinued or direct replacement equipment/parts. The Contractor shall be responsible for equipment/parts replacement suggestions to the County when equipment/parts have been discontinued by the manufacturer. Replacement equipment/parts for discontinued equipment/parts shall be furnished at the contract price, and the County will be the sole authority to accept or reject suggested replacement equipment/parts.
- 14. Negotiating Contract Reductions:** The County reserves the right, at any time during the contract term or any extension of the term, to renegotiate with the Contractor a reduction in the compensation paid to the Contractor that is less than the compensation initially agreed to by the Contractor and the County at the time of contract execution/issuance of the purchase order. The County may initiate such negotiations whenever the County determines that it is in the County's best fiscal interests to do so. Notwithstanding any other provision of this contract/purchase order to the contrary; the County may terminate the contract/purchase order immediately and without penalty if the County is unable to renegotiate the compensation with the Contractor to an amount which the County determines to be appropriate.
- 15. No Substitute:** Products other than that of the manufacturer specified will not be considered for award under this solicitation. Vanguard, Fire-Dex, Fire Armor, LION, and Innotex are the manufacturers that Chesterfield Fire & EMS have standardized on for uniformity, interoperability, and compliance.
- 16. Price List/Catalog Distribution:** Contractors shall be responsible for distributing price list(s) and applicable catalogs and/or updates or additions thereto to all County locations, as requested. The price list(s) and catalog(s) must be appropriately labeled with the discount to be applied, length of time that the catalog and price list(s) is in force, contract conditions, i.e. restocking fees, and/or inside delivery requirements, and any other pertinent data. Any cost associated with this requirement shall be the responsibility of the Contractor.
- 17. Requirements Contracts:** Quantities set forth in solicitations seeking a source of supply for requirements contracts for goods and/or services are estimates only. No guarantee or warranty is given or implied by the County as to any minimum or total amount that may be purchased from any resulting contracts. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those set forth in the solicitation and/or the pricing schedule.
- In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
- 18. Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its

subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).

19. Usage Reports: Upon request, the Contractor shall provide the Chesterfield County Procurement Department with a summary of all sales by delivery site, to include quantity and description of items.

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

VI. BID FORM**A. BASIS OF AWARD**

Award will be made to the lowest responsive and responsible bidder(s) on a per Lot basis. If it becomes necessary to delete items from the Lots, the award will be made on the remaining items within the Lot.

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):

LOT 1: Vanguard Gloves

Percentage Discount: _____ %

Item No.	Description	Price Before Discount	Discounted Net Price	Est. Quantity	Extended Price	Delivery in calendar days ARO
1	Vanguard MK-1 Ultra Structural Firefighting Glove, Model 7877K, certified compliant to NFPA 1971, 2018 edition. Must have ability to have a custom glove made based on hand patterns. No substitute.	\$	\$	600 pair	\$	
2.	Vanguard MK-1 Structural Firefighting Glove, Model 7877, certified compliant to NFPA 1971, 2018 edition. Must have ability to have a custom glove made based on hand patterns. No substitute.	\$	\$	12 pair	\$	
		TOTAL LOT 1 \$				

LOT 2: Firedex Gloves

Percentage Discount: _____%

Item No.	Description	Price Before Discount	Discounted Net Price	Est. Quantity	Extended Price	Delivery in calendar days ARO
1	Firedex Gloves, Dex-Pro Structural Firefighting Glove, gauntlet cuff style, certified compliant to NFPA 1971, 2018 edition. Must have the ability to have a custom glove made based on hand patterns. No substitute.	\$	\$	200 pair	\$	
		TOTAL LOT 2 \$				

LOT 3: Firearmor Gloves

Percentage Discount: _____%

Item No.	Description	Price Before Discount	Discounted Net Price	Est. Quantity	Extended Price	Delivery in calendar days ARO
1	FireArmor SR-X 8180 Structural Firefighting Glove, Must have the ability to have a custom glove made based on hand patterns. No substitute.	\$	\$	12 pair	\$	

2	FireArmor SR-X 8180CD Cadet Model Structural Firefighting Glove, Must have the ability to have a custom glove made based on hand patterns. No substitute.	\$	\$	12 pair	\$	
		TOTAL LOT 3 \$				

LOT 4: Magid Cut-Master Work Gloves

Percentage Discount: _____%

Item No.	Description	Price Before Discount	Discounted Net Price	Est. Quantity	Extended Price	Delivery in calendar days ARO
1	Magid Cut-Master work gloves, 1255KV4, ARC rated Kevlar lined leather drivers gloves, cut level A5, NFPA 70E CAT4, ANSI puncture level 4, ANSI level abrasion resistant, or equal. Mfg/Model bid:	\$	\$	1728 pair	\$	
		TOTAL LOT 4 \$				

LOT 5: Veridian Coats

Percentage Discount: _____ %

Item No.	Description	Price Before Discount	Discounted Net Price	Est. Quantity	Extended Price	Delivery in calendar days ARO
1	Veridian dual certified wildland coat (brush jacket) CWLD-D29-000-41-YYY with custom options, compliance level NFPA 1951 and 1977 or equal. Coat to be in accordance with the below specifications Mfg/model bid:	\$	\$	100	\$	
		TOTAL LOT 5 \$				

VERIDIAN DUAL CERT WILDLAND COAT – CHESTERFIELD CUSTOM SPEC CWLD-D29-000-41-YYY

-STYLE: Wildland Coat w/Custom Options, Compliance Level: NFPA 1977 & 1951

-Outer Shell Material: Nomex IIIA 6.0oz

-Color: Yellow

-Closure (Outer/Inner): Hook & Loop / Zipper

-Reflective Trim: 3M Scotchlite Lime Yellow Triple Trim

-Trim Application Style: Basic

-Cuff: Encased elastic w/ cuff adjusters

-Elbow: Self Material Reinforced Elbow

POCKETS:

-Qty: 2 semi-bellows

-Qty: 1 Radio Pocket Left Chest 8.25" x 3.5" x 2.5"

ACCESSORIES/ DECORATION:

-Qty: 1 Mic Tab above radio pocket

-Qty: 2 Utility Loop behind semi-bellows pocket

-Qty: 1 Flashlight pass tab/strap (Sumlance) right chest

LETTERING:

Letter Application Style: Name Direct Lettering 2in. 3M Scotchlite

Lime/Yellow Solid

Text: **CHESTERFIELD**

Top yoke **OK to arch for fit**

County shall have the option to add the wording "TECHNICAL RESCUE" to the jacket back and will be determined at the time of order. See attached Picture 1 and Picture 2 for reference.

LOT 6 MSA Helmets

Percentage Discount: ____% Percentage Discount for helmet replacement parts: ____%

Item No.	Description	Price Before Discount	Discounted Net Price	Est. Quantity	Extended Price	Delivery in calendar days ARO
1	<p>MSA Cairns 1836 traditional fire helmet with defender visor clear, standard comfort cushion liner, yellow Nomex earflaps, front holder six inch printed eagle, chinstrap, 2PT Nomex with quick release buckle and slide, trim type reflexite lime-yellow.or equal.</p> <p>Helmets may be MSA-A-1836-AWA0AADAAA00 white helmet defender visor, MSA-A-1836-ARA0AADAAA00 red helmet defender visor or MSA-A-1836-AYA0AADAAA00 yellow helmet defender visor.</p> <p>Mfg/model bid:</p>	\$	\$	100	\$	
2	<p>MSA Cairns 1836 traditional fire helmet with four inch tuffshield external visor, standard comfort cushion liner, yellow nomex earflaps, front holder six inch printed eagle, chinstrap, 2PT Nomex with quick release buckle and slide, trim type reflexite lime-yellow.or equal.</p> <p>Helmets may be MSA-A-1836-AWD0AADAAA00 white helmet tuffshield visor, MSA-A-1836-ARD0AADAAA00 red helmet tuffshield visor or MSA-A-1836-AYD0AADAAA00 yellow helmet tuffshield visor.</p> <p>Mfg/model bid:</p>	\$	\$	25	\$	

3	SA Cairns 1836 helmet replacement parts or equal as follows:					
	10228565	\$	\$	10	\$	
	10238753	\$	\$	10	\$	
	10238755	\$	\$	10	\$	
	10246770	\$	\$	10	\$	
	10238787	\$	\$	10	\$	
	10238825	\$	\$	10	\$	
	10238966	\$	\$	10	\$	
	10239008	\$	\$	10	\$	
	10239125	\$	\$	10	\$	
	10239130	\$	\$	10	\$	
	10239132	\$	\$	10	\$	
	10239133	\$	\$	10	\$	
	10239135	\$	\$	10	\$	
	10246604	\$	\$	10	\$	
	10246603	\$	\$	10	\$	
	10239137	\$	\$	10	\$	
	10239139	\$	\$	10	\$	
	10239142	\$	\$	10	\$	
	10238890	\$	\$	10	\$	
	10239188	\$	\$	10	\$	
	10239192	\$	\$	10	\$	
	10239194	\$	\$	10	\$	
	10239195	\$	\$	10	\$	
	10239204	\$	\$	10	\$	
4	MSA Cairns removable washable chinstraps or equal as follows:					

	10204155	\$	\$	10	\$		
	10207044	\$	\$	10	\$		
	10226184	\$	\$	10	\$		
	10225399	\$	\$	10	\$		
	10204160	\$	\$	10	\$		
5	MSA Cairns goggles or equal as follows:						
	S549P	\$	\$	10	\$		
	10153029	\$	\$	10	\$		
	10032882	\$	\$	10	\$		
6	Bourkes lenses #10186311 or equal	\$	\$	10	\$		
7	MSA Cairns reflective trim or equal as follows:						
	RP20YP	\$	\$	10	\$		
	ST20R	\$	\$	10	\$		
	SP20YP	\$	\$	10	\$		
	10062656	\$	\$	10	\$		
	10062655	\$	\$	10	\$		
		TOTAL LOT 6 \$					

LOT 7: Lion Hoods

Percentage discount _____%

Item No.	Description	Price Before Discount	Discounted Net Price	Est. Quantity	Extended Price	Delivery in calendar days ARO
1	Lion RedZone particulate blocking hood, tan color, #HD395146. No substitute.	\$	\$	100	\$	
		TOTAL LOT 7 \$				

LOT 8: Innotex Hoods

Percentage discount _____%

Item No.	Description	Price Before Discount	Discounted Net Price	Est. Quantity	Extended Price	Delivery in calendar days ARO
1	Innotex gray hood-25, 20% Nomex/80%Lenzing (8 oz./yd ²). No substitute.	\$	\$	200	\$	
		TOTAL LOT 8 \$				

C. DELIVERY SCHEDULE

- Bidders are required to state the time of proposed delivery in the columns above. Unless otherwise specified, bid the earliest delivery possible.
- Bidders **MUST** insert a definitive time frame IN CALENDAR DAYS, within which delivery will be made after receipt of order. **INDEFINITE TERMS SUCH AS "PROMPTLY", "STOCK", "AS SOON AS POSSIBLE", "APPROXIMATELY", ETC., WILL NOT BE GIVEN CONSIDERATION. THE FAILURE OF A BIDDER**

TO PROVIDE A DEFINITE DELIVERY TIME IN THE COLUMNS ABOVE WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE IN ITS ENTIRETY OR, WHEN APPLICABLE, FOR THE ITEM SPECIFIED.

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 6 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

Small Business: Yes No

Service-Disabled Veteran-Owned Business: Yes No

Military Family-Owned 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 completed cover page to include signature.

Provide completed Bid Form.

Provide completed Attachment A.

Provide descriptive literature, catalog cuts and technical detail if bidding other than

specified.

G. CONTRACTOR'S REPRESENTATIVE

Please furnish the name(s) of a contact person, address, telephone, fax number, and email address for placing orders:

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

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: _____

I. BIDDER DATA

QUALIFICATIONS OF BIDDER: Firms shall have the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of good(s) and/or service(s) required for this contract.

_____ years _____ months

Provide a minimum of three (3) references that will substantiate past work performance and experience in the type of work required for this contract.

Company Name, Address, Phone Number and Contact Person's Name and Email Address:

1. _____

2. _____

3. _____

ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information

The bidder shall check one of the following. The bidder is:

a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

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

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

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

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. No award shall be issued to a bidder who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers):