### FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS INVITATION FOR BIDS (IFB)

Issue Date: June 20, 2007

### **IFB#:** 109-07bw

## Title: MISCELLANEOUS PAPER & CLEANING PRODUCTS, SCHOOL NUTRITION PROGRAMS

**Issued By:** Fauquier County Government and Public Schools Procurement Division 320 Hospital Drive, Suite 23, 2<sup>nd</sup> Floor Warrenton, VA 20186

Sealed Bids Will Be Received Until <u>2:30 p.m., July 11, 2007</u> For Furnishing the Goods Described Herein And Then Opened In Public.

Period of Contract: From <u>August 15, 2007</u> through <u>August 14, 2008</u> with option to renew for Three (3) One Year Terms (see Page 6, Section 5 for additional details)

All inquiries for information should be directed to: Barbara Whitehurst, Senior Buyer Phone (540) 428-8715 Fax (540) 347-5753 E-mail: <u>barbara.whitehurst@fauquiercounty.gov</u>

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF BIDS ARE HAND DELIVERED DELIVER TO: ALICE JANE CHILDS OFFICE BUILDING, PROCUREMENT DIVISION, 320 HOSPITAL DRIVE, SUITE 23, 2<sup>ND</sup> FLOOR, WARRENTON, VA 20186

### ATTENTION ALL BIDDERS: FOR CONDITIONS OF BIDDING, INCLUDING INSTRUCTIONS REGARDING BID SUBMISSIONS, PLEASE REFER TO GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.

IF YOU NEED ANY REASONABLE ACCOMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

*No-Bid Response*: If you do not wish to bid on this solicitation, return <u>this page only</u> via fax (540) 347-5753 or mail, after completing the information below.

Vendor Name: Address:			
Phone/Fax:			
Reason for your	no-bid response:		
Do you wish to re	main on the bidder's list for this commodity? YES	NO	

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\* <u>Return these pages</u>

# 1.0 <u>PURPOSE</u>

The purpose and intent of this Invitation for Bid is to solicit sealed bids to establish a firm fixed price contract with <u>one</u> qualified firm to provide Miscellaneous Paper and Cleaning Products for School Nutrition Programs, based on the estimated requirements of the Shenandoah Food Buying Cooperative, herein referred to as "Co-op.", in accordance with the terms, conditions and specifications contained herein. The Shenandoah Food Buying Cooperative is comprised of the Nutrition Programs in the school divisions of Fauquier and Culpeper County, Falls Church City, Alexandria City, and Arlington County Public Schools, with Fauquier County acting as lead jurisdiction for this solicitation. This solicitation is issued by the Fauquier County Government and Public Schools Procurement Division on behalf of the Fauquier County School Board, a political subdivision of the Commonwealth of Virginia, herein referred to as "Owner".

# 2.0 <u>SCOPE OF WORK</u>

The Contractor shall furnish all resources required to provide Miscellaneous Paper and Cleaning Products as specified herein. The Co-op reserves the right to add or delete related item requirements during the term of the contract. Items to be added to the contract will be negotiated at the time of addition and the Procurement Division must issue a written modification to the contract.

2.1 <u>Estimated Quantities:</u> The quantities specified on the Bid Form/Pricing Schedule are provided for bidder information purposes only and do not represent actual volume, which may or may not be experienced. The Contractor shall be required to fill all orders regardless of the original estimated quantities shown on the Bid Form/Pricing Schedule. The Co-op will not consider any bids, which stipulate a guarantee to order a specific quantity of any item.

# 2.2 Deviations From Product Specifications:

- 2.2.1 <u>Use of Brand Names:</u> Unless otherwise provided in this solicitation by the notation "**NO SUBSTITUTE**" or "**NOT ACCEPTABLE**" the use of a certain brand name(s) and/or product number(s) does not restrict Bidders to the specific brand name(s) and/or product number(s), but conveys the general style, type, source, and quality of the item desired. If there is any deviation in pack, source, quality, etc. of the bid item from that prescribed in the specification, Bidders shall cross through the appropriate line on the Bid Form/Pricing Schedule and clearly indicate the proposed substitution and subsequent deviation. Bidders shall submit a sample so the Co-op can determine if the substitution is of equal quality, <u>as requested</u>. (Reference Section 2.3).
- 2.2.2 <u>Packaging</u>: Bidders shall clearly note any deviation in packaging from the original specifications, and shall state the unit price as it applies to the applicable, offered unit packaging. The Co-op reserves the right to reduce deviations in packaging to a common denominator, so that equal quantities are considered for the evaluation of all bidders.
- 2.3 <u>Samples:</u> Bidders shall furnish samples, and Material Safety Data Sheets, on any item on which they submit a bid price, within three (3) working days <u>after the Co-op makes the request</u>. Failure to submit requested samples and MSDS may eliminate the Bidder from further consideration. Bidders shall submit samples free of charge, packed in the original container,

clearly marked "SAMPLE" with the bid number, bid item number, bidder's name and address. Samples must be forwarded to: Co-op Chairman/Nutrition Program Director, School Nutrition Central Office, 219 West Shirley Avenue, Suite 10, Warrenton, VA. 20186. Bidder's samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all such characteristics will result in rejection of the bid.

- 2.4 <u>Food Laws and Standards:</u> The Contractor shall supply products specified herein that are processed, packaged and delivered in accordance with regulations of the Virginia Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act. The Contractor shall supply all products free from spoilage, contamination, deterioration, and/or other visible and non-visible damage. The Contractor shall date code products and reveal said date code to the Co-op members.
  - 2.4.1 <u>Product Packaging:</u> The Contractor shall package and label all products specified herein in accordance with accepted trade practices, in sufficiently sturdy and clean containers.
- 2.5 <u>Inspection/Testing</u>: Authorized representatives of the Co-op will have the right to inspect the premises, facilities, and processing methods for producing items covered by this contract. The representatives may conduct standard tests for any items delivered under the terms of this contract, for the purpose of insuring satisfactory contractor performance. Products supplied under the resulting contract must be in strict accordance with the specifications herein, and will also be subject to testing by the Nutrition Programs/Food Service staff, the Co-op members, and/or the Virginia Department of Health. The Co-op will also conduct periodic random product testing during the term of the contract.
- 2.6 <u>Quality Testing/Product Pre-Qualification</u>: The Co-op will pre-qualify products during scheduled testing from October through April of the prior school year. Products tested will be evaluated by an impartial panel set up by the Co-op, comprised of any or all of the following: Co-op members, member designee, managers and/or students. Samples will be reviewed for appearance, taste, texture, nutritive content, and overall quality before being approved for purchase; non-food items will be similarly tested. Approved products are specifically indicated on the Bid Form.

# 2.7 <u>Time of Performance/Delivery:</u>

- 2.7.1 <u>Time of Performance</u>: Bidders shall state *in days*, unless otherwise specified on the Bid Form, the delivery availability for the initial delivery after award of contract. The Contractor shall adhere to the stated delivery day and time frame. The Co-op representative in each district will work with the Contractor to set up a mutually agreeable delivery schedule. <u>Failure to indicate delivery day and time may result in rejection of the bid.</u>
- 2.7.2 <u>Delivery:</u> The Contractor shall make deliveries as required, based on the delivery schedules agreed upon between the Co-op representatives and the Contractor.
   2.7.2.1 <u>Time:</u> The Contractor shall make deliveries to each school between the hours of 7:30 a.m. and 2:00 p.m., unless otherwise notified, on the mutually agreed upon delivery days.

- 2.7.2.2 <u>Location</u>: The Contractor shall make all deliveries **inside**, to locations designated by receiving personnel, while school is in session, from September through June, and including any summer scheduling which may occur.
- 2.7.2.3 <u>Sales/Delivery Tickets:</u> The Contractor shall leave two copies of all delivery/sales tickets at each individual school food service operation/location. The Contractor shall obtain the signature of the food service manager or designee on all delivery/sales tickets at each location. The Contractor shall supply the following information on each and every delivery/sales ticket:
  - Bill To: Specific District Name, School Name and Account number.
  - Name, Quantity and Unit Price and Extension for each item, and Total for all items.
  - Notation of any/all shortages.
  - Signature of authorized receiving personnel.
  - Breakdown of items by category (Food, Non-Food, Chemicals, etc.)
- 2.7.2.4 <u>Scheduled Holidays/Emergency Closings:</u> The Contractor shall obtain, from each Co-op district, a school calendar indicating school holidays and other days that schools will be closed. The Contractor's responsibilities shall include keeping informed of emergency school closings, due to weather conditions or other causes. When schools are closed due to an emergency, the Contractor shall make deliveries on the next day that schools are reopened.
- 2.7.2.5 <u>Delivery Vehicles</u>: <u>Tractor-trailers over 30' in length are not acceptable</u> <u>for deliveries</u>. The Contractor shall deliver all products in vehicles, which are maintained in sanitary condition, equipped with audible back-up alarms. The Contractor shall organize products to prevent damage during transport, and to allow easy access upon delivery. The Contractor shall not leave vehicle engines running during deliveries, and shall lock and secure vehicles while away from them during deliveries.
- 2.8 <u>Ordering Procedures/Substitutions:</u> The Contractor shall provide order forms for each school in the Co-op, and shall deliver these forms **within ten days** after notification of contract award. The Contractor shall provide additional order forms to the schools on an as required basis during the term of the contract. The Contractor shall receive the first week's orders from each Food Service/School Nutrition Supervisor/Director, and all orders thereafter from the Nutrition Programs Office on a weekly basis. The Contractor shall not accept orders from any other individuals.
  - 2.8.1 <u>Substitutions:</u> The Contractor shall contact the Nutrition Programs/Food Services in the event that the distributor does not have an ordered bid item. Substitutions are at the discretion of the Supervisor/Director and must be an approved product of equal or greater quality. The Contractor shall extend the bid price for substituted items. If an item is not available through the primary Contractor, the Co-op reserves the right to contact a secondary supplier.

- 2.9 <u>Shortage/Credit Procedures:</u> The Contractor shall issue credit for shortages and/or damaged or sub-standard product on each monthly statement, based on the following Co-op procedure.
  - 2.9.1 <u>Shortages:</u> The food service manager at each delivery location will check each shipment upon delivery. This person will note and record any shortages on the delivery/sales ticket, and on the Co-op Weekly Report of Deliveries.
  - 2.9.2 <u>Damaged/Sub-Standard Quality:</u> The food service manager at each delivery location will complete a Co-op Quality Critique form whenever a product is not up to standard, damaged or of poor quality. This person will submit the Quality Critique form to the School Nutrition Director, who will complete the form with appropriate action to be taken. The School Nutrition Director will forward the Quality Critique form to the Contractor for credit and/or pick-up.
- 2.10 <u>Reports:</u> The Contractor shall provide the following reports to each Co-op school district: 2.10.1 <u>Monthly:</u> The Contractor shall provide a computer-generated monthly usage report for each school district.
  - 2.10.2 <u>Midyear</u>: The Contractor shall provide two copies of one mid-year comprehensive usage report to include each item purchased by all school districts through the end of each contract period (August 15<sup>th</sup> through January 31<sup>st</sup>). The mid-year report shall be forwarded to the Co-op Chairman and the Procurement Division.

# 3.0 <u>PRICING</u>

All prices shall be F.O.B. Destination and shall include all charges that may be incurred in fulfilling the terms and conditions of the resulting contract. Prices/discounts shall remain firm for the term of the contract, except as stated in Section 5.0, Contract Period.

# 4.0 <u>CONTRACT ADMINISTRATION</u>

The successful administration of this contract will require close coordination with the Contract Administrator. The Procurement Division has designated the Co-Op Chairman as the Contract Administrator. This individual is the interpreter of the conditions of the contract and the judge of its performance. She/he will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions deferred to her/him from the Co-op members, in connection with the contract performance. Any and all modifications made must be authorized by the Procurement Manager and issued as a written amendment to the Contract.

# 5.0 <u>CONTRACT PERIOD</u>

The period of this contract shall be from August 15, 2007 through August 14, 2008. Co-op shall have the right to renew this agreement for three (3) one-year terms under the same terms and conditions of the original contract except as stated in 5.1 and 5.2 below. The Contractor warrants that the unit prices stated herein shall remain firm for a period of not less than <u>one year</u> from the first date of the contract period. Prices may be negotiated only during the thirty-day period prior to the anniversary date of each contract period; any proposed increases or decreases must be submitted by July 14, to take effect August 15, if approved. Co-op shall give the Contractor written notice of contract renewal approximately sixty days prior to the expiration date of each annual contract period.

- 5.1 If Co-op elects to exercise the option to renew the contract for an additional one year period, the contract price(s) for the additional year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the "Commodities & Service Group- Nondurables, less food & beverage" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. Such price adjustment shall be by the same percentage as documented and the contract shall be modified accordingly, provided that:
  - 5.1.1 The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the increased contract unit price.
  - 5.1.2 Such requested contract unit price increase shall become effective only upon approval by the Procurement Manager, and only after a modification by written amendment to the original contract is signed by both the Contractor and the Procurement Manager.
- 5.2 If during the first one-year renewal Co-op elects to exercise the option to renew the contract for the second and subsequent additional one-year periods, the contract price(s) for the second additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the "Commodities & Service Group Non-durables, less food & beverage" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

# 6.0 INSURANCE REQUIREMENTS

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage required on the Insurance Checklist, page 26, at the time of award. The Bidder further certifies that the Contractor will maintain the specified coverage during the entire term of the contract and that insurance companies will provide all insurance coverage authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, the Co-op reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

# 7.0 EVALUATION AND AWARD

The Co-op will evaluate and award to the lowest responsive, responsible bidder, based on the aggregate total of the extended price for all items on the Bid Form, which will be submitted in **duplicate.** <u>Any Bidder who enters \$0 on a Pricing Blank or leaves it blank shall be</u> <u>considered nonresponsive.</u> The Co-op also reserves the right to reject any bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole interest.

## 8.0 <u>METHOD OF INVOICING/PAYMENT</u>

8.1 <u>Invoicing:</u> The Contractor shall submit separate statements for each school location on a monthly basis. The signed delivery tickets provided with each delivery shall verify the monthly statements.

The Contractor shall provide the following on each statement:

- School district, and the name and account number of school
- Total of each individual invoiced delivery for the month
- Grand total of all invoiced deliveries for the month
- Total of all credits from shortages and/or damaged products for the month
- 8.2 <u>Payment:</u> Co-op will make payment within forty-five days (45) of receipt of accurate and complete invoice. The Contractor shall bring to the attention of the Co-op Chairman, in writing, any continual late payments made by any member of the Co-op.

## **Shenandoah Food Buying Cooperative Master List of Participating Schools**

June 2007

## FAUQUIER COUNTY PUBLIC SCHOOLS

**CENTRAL OFFICE** 219 W. Shirley Ave Warrenton, VA 20186 540-428-8510

April Plummer SFNS, Director Effie Bell, Nutrition Specialist Debbie Powell, Office Assoc./Billing Beth Childress, Office Assoc./Orders aplummer@fcps1.org ebell@fcps1.org dpowell@fcps1.org bchildress@fcps1.org

C.M. BRADLEY ELEM. Joan Dodd, Mgr. 674 Hastings Lane Warrenton, VA 20186 (540) 347-6135 jdodd@fcps1.org

CEDAR LEE M.S. Jeannie Jacobs, Mgr. 11138 Marsh Rd. Rt. 17 Bealeton, VA 22712 (540) 439-0212 jenjacobs@fcps1.org

BRUMFIELD ELEM. Torii Kerns, Mgr. 550 Alwington Blvd. Warrenton, VA 20186 (540) 347-6183 tkern@fcps1.org

W.G. COLEMAN ELEM. Sandy Owens, Mgr. PO Box 68 Rt. 709 Marshall, VA 20116 (540) 364-3700 sowens@fcps1.org

SOUTHEASTERN ALT. See Pearson Elem 4484 Catlett Rd. Rt. 28 Midland, VA 22728 (540) 788-1292

MARSHALL M.S. Jackie McGinnis, Mgr. PO Box 117 Rt. 709 Marshall, VA 20116 (540) 364-9529 jmcginnis@fcps1.org

IFB# 109-07bw Misc. Paper & Cleaning Products School Nutrition Coop

H.M. PEARSON ELEM. Bonnie Anderson, Mgr. 9347 Bastable Mill Rd. Rt.603 Catlett, VA 20119 (540) 788-3515 banderson@fcps1.org

M.M. PIERCE ELEM. Gloria Snyder, Mgr. 12074 James Madison St. Remington, VA 22734 (540) 439-2892 gsnyder@fcps1.org

C.HUNTER RITCHIE ELEM. WARRENTON M.S. Daphne McGee, Mgr. 4416 Broad Run Church Rd. New Baltimore, VA 20187 (540) 349-4964 dmcgee@fcps1.org

P.B. SMITH ELEM. Sandy Golden, Mgr. 6176 Dumfries Rd. Rt. 605 Warrenton, VA 20187 (540) 347-6155 sgolden@fcps1.org

LIBERTY H.S. Sherril Henning, Mgr. 6300 Independence Ave. Rt.17 350 E. Shirley Ave. Rt.29 Bealeton, VA 22712 (540) 439-4203 tmarsh@fcps1.org

MARY WALTER ELEM. LeeAnna Roberts, Mgr. 4529 Morrisville Rd. Rt. 17 Bealeton, VA 22712 (540) 439-3709 lroberts@fcps1.org

GRACE MILLER ELEM. Janet Romine, Mgr. 6248 Catlett Rd. Rt.28 Bealeton, VA 22712 (540) 439-9143 jromine@fcps1.org

CLAUDE THOMPSON ELEM. Christine Keener, Mgr. 3284 Rectortown Rd. Marshall, VA 20015 (540) 364-3500 ckeener@fcps1.org

Jo-Ann Price, Mgr. 244 Waterloo St. Warrenton, VA 20186 (540) 347-6164 jprice@fcps1.org

FAUQUIER H.S. Edna Taylor, Mgr. 705 Waterloo Rd. Warrenton, VA 20186 (540) 349-8697 dtaylor@fcps1.org

W.C. TAYLOR M.S. Sandy Russell, Mgr. Warrenton, VA 20186 (540) 347-6147 scorbin@fcps1.org

AUBURN M.S. Rosalie Pauley, Mgr. 7270 Riley Road Warrenton, VA 20186 (540) 428-3759 rpauley@fcps1.org

## <u>Shenandoah Food Buying Cooperative</u> <u>Master List of Participating Schools</u>

## FALLS CHURCH CITY PUBLIC SCHOOLS

Richard Kane, Director Ph: 703-248-5534 Email: <u>rkane@fccps.org</u>

GEORGE MASON M.S. & H.S. Clara Loza, Mgr. 7124 Leesburg Pike Falls Church, VA 22043

MT. DANIEL ELEM. Helen Tam, Mgr. 2328 N. Oak St. Falls Church, VA 22046 THOMAS JEFFERSON ELEM. Jennifer Lee, Mgr. 601 S. Oak St. Falls Church, VA 22046

# CULPEPER COUNTY PUBLIC SCHOOLS

Greg Beamer, Director Ph: 540-825-8212 Email: <u>gbeamer@culpeperschools.org</u>

CULPEPER COUNTY H.S.	CULPEPER COUNTY M.S.	EMERALD HILL ELEM.
Reba Miller, Mgr.	Donna Sheads, Mgr.	Emily Nicholson, Mgr.
14240 Achievement Dr.	14300 Achievement Dr.	11245 Rixeyville Rd.
Culpeper, VA 22701	Culpeper, VA 22701	Culpeper, VA 22701
(540) 829-2048	(540) 829-2135	(540) 937-8292
FARMINGTON ELEM.	PEARL SAMPLE ELEM.	A.G.RICHARDSON ELEM.
Kimberly Bates, Mgr.	Joy Routt, Mgr.	Charlotte Kelley, Mgr.
500 Sunset Lane	18480 Simms Drive	18370 Simms Drive
Culpeper, VA 22701	Culpeper, VA 22701	Culpeper, VA 22701
(540) 829-2049	(540) 829-2175	(540) 829-2145
SYCAMORE PARK ELEM. Yvette Patton, Mgr. 451 Radio Lane	FLOYYD T. BINNS MIDDLI Rhonda Dove, Mgr. 205 Grandview Ave.	E SCHOOL

Culpeper, VA 22701

(540) 829-7931

Culpeper, VA 22701 (540) 829-2185

## <u>Shenandoah Food Buying Cooperative</u> <u>Master List of Participating Schools</u>

## **ALEXANDRIA CITY SCHOOLS**

Becky Domokos-Bays, Director Ph. 703-824-6640 Email: becky.domokos-bays@acps.k12.va.us

Deliveries are made to the <u>following three locations</u>, <u>only</u> – balance of schools participate but do not receive deliveries.

T.C. WILLIAMS SENIOR HIGH SCHOOL (orders for this member placed by this location only)
Susan Armstrong, Mgr.
3330 King Street
Alexandria, VA 22302
(703) 824-6800

F.C. HAMMOND JR. HIGH SCHOOL	GEORGE WASHINGTON JR. HIGH SCHOOL
Lena Purfoy, Mgr.	Vercie Owens, Mgr.
4646 Seminary Road	1005 Mr. Vernon Avenue
Alexandria, VA 22304	Alexandria, VA 22301
(703) 461-4133	(703) 706-4533

MT. VERNON ELEM.	PATRICK HENRY ELEM.	MAURY ELEM.
Rita Alves-Sawtelle, Mgr.	Gwen Moore Mgr.	Fatema Khatun, Mgr.
2602 Commonwealth Ave.	4643 Taney Ave.	600 Russell Rd.
(703) 706-4460	(703) 461-4170	(703) 706-4440
LYLES-CROUNCH ELEM.	JEFFERSON-HOUSTON ELEM.	GEORGE MASON ELEM.
Jamie Edgerton, Mgr.	Teresa Woodard, Mgr.	Maria Ventura, Mgr.
530 S. St. Asaph St.	1501 Cameron St.	2601 Cameron Mills Rd.
(703) 706-4430	(703) 706-4400	(703) 706-4470
MACARTHUR ELEM.	BARRETT ELEM.	CORA KELLY ELEM.
Deborah Frickleton, Mgr.	Erika Navorio, Mgr.	Jinda Intavong, Mgr.
1101 Janneys Lane	1115 Martha Custis Dr.	3600 Commonwealth Ave.
(703) 461-4190	(703) 824-6960	(703) 706-4420
RAMSEY ELEM.	JOHN ADAMS ELEM.	MINNIE HOWARD SCHOOL
Janice Wilson, Mgr.	Philly Nwankwo, Mgr.	Patsy Battle, Mgr.
5700 Sanger Ave.	5651 Rayburn Ave.	3801 W. Braddock Rd.
(703) 824-6950	(703) 824-6970	(703) 824-6750
TUCKER ELEM. Debra Dixon, Mgr. 435 Ferdinand Day Dr. (703) 933-6300	JAMES K. POLK ELEM. Hanan Abu-Ghannam, Mgr. 5000 Polk Ave. (703) 461-4154	

## <u>Shenandoah Food Buying Cooperative</u> <u>Master List of Participating Schools</u>

### **ARLINGTON COUNTY PUBLIC SCHOOLS**

Amy Maclosky - Food Service Director 703-228-6133 amaclosk@arlington.k12.va.us

### **HIGH SCHOOLS**

HB WOODLAWN (Weekly Delivery) Cafeteria Manager – Oscar Salinas 4100 Vacation Lane Arlington, Va. 22207 Telephone – 703-228-6369

WAKEFIELD (Weekly Delivery) Cafeteria Manager – Glenda Tobin 4901 S. Chesterfield Road Arlington, VA 22206 Telephone – 703-228-6677

WASHINGTON LEE (Weekly Delivery) Cafeteria Manager – Jackie Nampha 1300 N. Quincy Street Arlington, VA 22201 Telephone – 703-228-6212

YORKTOWN (Weekly Delivery) Cafeteria Manager – Penny Taylor 5201 N. 28<sup>th</sup> Street Arlington, VA 22207 Telephone – 703-228-5386

### **MIDDLE SCHOOLS**

GUNSTON (Weekly Delivery) Cafeteria Manager – Gladys Wilson 2700 S. Lang Street Arlington, VA 22206 Telephone – 703-228-6984

JEFFERSON (Weekly Delivery) Cafeteria Manager – Dorothy Zeigler 125 S. Old Glebe Road Arlington, VA 22204 Telephone – 703-228-5868

KENMORE (Weekly Delivery) Cafeteria Manager – Dorothy Jones 200 S. Carlin Springs Road Arlington, VA 22204 Telephone – 703-228-6777

## ARLINGTON COUNTY PUBLIC SCHOOLS (continued)

### **MIDDLE SCHOOLS**

SWANSON (Weekly Delivery) Cafeteria Manager – Jackie Williams 5800 N. Washington Boulevard Arlington, VA 22205 Telephone – 703-228-5516

WILLIAMSBURG (Weekly Delivery) Cafeteria Manager – Bonnie Marshall 3600 N. Harrison Street Arlington, VA 22207 Telephone – 703-228-5456

### **ELEMENTARY SCHOOLS**

ABINGDON (Weekly Delivery) Cafeteria Manager – Jo Ann Alston 3035 S. Abingdon Street Arlington, VA 22206 Telephone – 703-228-8465

ARLINGTON TRADITIONAL (Bi-Weekly Delivery) Cafeteria Manager – Priscilla Brown 855 N. Edison Street Arlington, VA 22205 Telephone – 703-228-7675

ASHLAWN (Bi-Weekly Delivery) Cafeteria Manager – Karen Key 5950 N. 8<sup>th</sup> Road Arlington, VA 22205 Telephone – 703-228-8280

BARCROFT (Bi-Weekly Delivery) Cafeteria Manager – Martha Medina 625 S. Wakefield Street Arlington, VA 22204 Telephone – 703-228-8105

BARRETT (Bi-Weekly Delivery) Cafeteria Manager – Maria Rodriguez 4401 N. Henderson Road Arlington, VA 22203 Telephone – 703-228-6289

CAMPBELL (Bi-Weekly Delivery) Cafeteria Manager – Ana Granados 737 S. Carlin Springs Road Arlington, VA 22204 Telephone – 703-228-8439

## ARLINGTON COUNTY PUBLIC SCHOOLS (continued)

CARLIN SPRINGS (Bi-Weekly Delivery) Cafeteria Manager – Milon Shahjahan 5995 S. 5<sup>th</sup> Road Arlington, VA 22204 Telephone – 703-228-8411

CLAREMONT (Bi-Weekly Delivery) Cafeteria Manager – Zhayra Torres 4700 S. Chesterfield Road Arlington, VA 22204 Telephone – 703-228-2509

DREW (Bi-Weekly Delivery) Cafeteria Manager – Patience Ossom 3500 S. 23<sup>rd</sup> Street Arlington, VA 22206 Telephone – 703-228-8136

GLEBE (Bi-Weekly Delivery) Cafeteria Manager – Therese Gnansounou 1770 N. Glebe Road Arlington, VA 22207 Telephone – 703-228-8508

HENRY (Bi-Weekly Delivery) Cafeteria Manager –Wafah Jasim 701 S. Highland Street Arlington, VA 22204 Telephone – 703-228-5793

HOFFMAN BOSTON (Bi-Weekly Delivery) Cafeteria Manager – Pamela Persaud 1415 S. Queen Street Arlington, VA 22204 Telephone – 703-228-8613

JAMESTOWN (Bi-Weekly Delivery) Cafeteria Manager – Mary Galarneau 3700 N. Delaware Street Arlington, VA 22207 Telephone – 703-228-8358

KEY (Bi-Weekly Delivery) Cafeteria Manager – Irma Bowers 2300 Key Boulevard Arlington, VA 22201 Telephone – 703-228-8485

## ARLINGTON COUNTY PUBLIC SCHOOLS (continued)

### **ELEMENTARY SCHOOLS**

LONG BRANCH (Bi-Weekly Delivery) Cafeteria Manager – Polly Howerton 33 N. Fillmore Street Arlington, VA 22201 Telephone – 703-228-8057

MCKINLEY (Bi-Weekly Delivery) Cafeteria Manager – Vicki Jones 1030 N. Mckinley Road Arlington, VA 22205 Telephone – 703-228-8260

NOTTINGHAM (Bi-Weekly Delivery) Cafeteria Manager – Hoa Tran 5900 Little Falls Road Arlington, VA 22207 Telephone – 703-228-8330

OAKRIDGE (Bi-Weekly Delivery) Cafeteria Manager – Margaret Shulsky 1414 S. 24<sup>th</sup> Street Arlington, VA 22202 Telephone – 703-228-8160

RANDOLPH (Weekly Delivery) Cafeteria Manager – Theresa Irwin 1306 S. Quincy Street Arlington, VA 22204 Telephone – 703-228-8182

SCIENCE FOCUS (Bi-Weekly Delivery) Cafeteria Manager – Mary Cubbage 1501 N. Lincoln Street Arlington, VA 22201 Telephone – 703-228-8078

TAYLOR (Weekly Delivery) Cafeteria Manager – Josie Sarmiento 2600 N. Stuart Street Arlington, VA 22207 Telephone – 703-228-8587

TUCKAHOE (Bi-Weekly Delivery) Cafeteria Manager – Darlene Campbell 6550 N. 26<sup>th</sup> Street Arlington, VA 22213 Telephone – 703-228-8308

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS Revised 4/19/05

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, or the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

- 1. AUTHORITY-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
- 2. COMPETITION INTENDED: It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

#### CONDITIONS OF BIDDING

- 3. CLARIFICATION OF TERMS If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than three (3) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for opening of bids/receipt of proposals.
- 4. MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS: Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
- 5. LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/ modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division.
- b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
- c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.

#### 6. WITHDRAWAL OF BIDS/PROPOSALS:

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror who is permitted to withdraw a bid/proposal 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/proposal was submitted.

- 7. ERRORS IN BIDS/PROPOSALS When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1 IFB/RFP NUMBER TITLE BID/PROPOSAL DUE DATE AND TIME VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

- If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.
- 9. ACCEPTANCE OF BIDS/PROPOSALS: Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- 10. CONDITIONAL BIDS: Conditional bids are subject to rejection in whole or in part.
- 11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date.
- At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
- 12. **RESPONSE TO SOLICITATIONS**: In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
- 13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
  - 14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
  - 15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
  - 16. ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection

with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- 17. NO CONTACT POLICY: No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disgualification of the Bidder/Offeror from this procurement process.
- 18. VIRGINIA FREEDOM OF INFORMATION ACT: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
  - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner 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. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the even that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the even that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
- 19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

#### **SPECIFICATIONS**

- 20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, 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 Owner 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. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
- 21. FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation from there will be permitted and the bidder will be required to furnish articles in conformity with that specification.
- 22. OMISSIONS & DISCREPANCIES: Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances., etc., shall be construed as to the minimum requirements of these specifications.

23. CONDITION OF ITEMS: Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

#### AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as

many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.

- 25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on the 2<sup>nd</sup> Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at www.fauquiercounty.gov/government/departments/procurement.
- 26. QUALIFICATIONS OF BIDDERS OR OFFERORS: The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- 27. **TIE BIDS**: In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier 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 pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

#### **CONTRACT PROVISIONS**

- 28. APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
- 29. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 30. ANTI-TRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
- 31. **PAYMENT TERMS**: Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.

1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.

2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

- 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
- 32. **PAYMENT TO SUBCONTRACTORS**: A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not by construed to be an obligation of the Owner.

- 33. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
- 34. **DEFAULT**: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
- 35. **ANTI-DISCRIMINATION**: By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the

award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis or race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia,  $\Box 2.2-4343.1(E)$ ).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, 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.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. 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 will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 36. **INVOICES**: Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.
- 37. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
  - A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
    - 1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute ordered by the Owner or with the performance of the contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

- C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
- 38. INDEMNIFICATION: Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

39. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 40. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
  - A. <u>Termination for Convenience</u>: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
  - B. <u>Termination for Cause:</u> Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - C. <u>Termination Due to Unavailability of Funds in Succeeding Fiscal Years</u>. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
- 41. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS: Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

Fauquier County shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

- 42. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
- **43. SEX OFFENDER REGISTRY NOTIFICATION**: The Contractor shall not send any employee or agent who is a registered sex offender to any Owner building or property. Quarterly, the Contractor shall check the registry to determine if the employee is registered.

#### **DELIVERY PROVISION**

- 44. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
- 45. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed

by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

- 46. INSPECTIONS: The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
- 47. COMPLIANCE: Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
- 48. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
- 49. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
- 50. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
  - 1. Purchase Order Number,
  - 2. Name of Article and Stock Number,
  - 3. Quantity Ordered,
  - 4. Quantity Shipped,
  - 5. Quantity Back Ordered,
  - 6. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

### **BIDDER/CONTRACTOR REMEDIES**

- 51. PROTEST OF AWARD OR DECISION TO AWARD: Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days after public notice legal action to the superintendent of Schools, as the bidder/offeror appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
- 52. DISPUTES: Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal eggal action within sixt (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative

## SPECIAL TERMS AND CONDITIONS

- 1. <u>Material Safety Data Sheets:</u> Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or compound offered, if applicable to the product. Failure on the part of the Bidder to submit such data sheets may be cause for declaring the bid as non-responsive.
- Labeling of Hazardous Substances: If the items or products requested by this solicitation are "Hazardous Substances" as defined by Article 3.1-250 of the <u>Code of Virginia</u> (1950), as amended, or Article 1261 of Title 15 of the United States Code, then the Bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Article 3.1-252 of the <u>Code of</u> <u>Virginia</u> or Title 15 U.SC., Article 1263.

# **CONTACT FOR INSIDE CONTRACT ADMINISTRATION:**

In the event your firm receives a contract as a result of the Invitation For Bid, please designate an inside person we may contact during the period of the contract for prompt contract administration:

NAME:	TITLE:
ADDRESS:	PHONE: ( )

# FIELD TERRITORIAL SALES REPRESENTATIVE:

In the event your firm receives a contract as a result of this Invitation For Bid, please designate a person who will be available during the period of the contract, both prior to commencement and during the life of the contract, for PERSONAL VISITS to the Co-op Food Services Supervisor/Director:

NAME:	TITLE:
ADDRESS	<b>DHONE</b> .()
ADDRESS:	PHONE: ( )

LOCAL DISTRIBUTION POINT:

The successful Contractor must have adequate facilities for delivery to all Co-op Schools for the items cited herein, within prescribed time limits. These facilities must have the capability for accepting telephone orders and for making necessary adjustments under this contract. The bidder must state, in the space provided below, the address and telephone number of his local distribution point.

LOCAL ADDRESS:

LOCAL TELEPHONE NUMBER: ( )

LOCAL FAX NUMBER: ( )

# **RETURN THIS PAGE**

# **DESCRIPTION OF FIRM**

Bidder will state below whether he/she is a "Regular Manufacturer" or a "Regular Dealer".

If a manufacturer, bidder will state where items are to be manufactured.

If a dealer, bidder will state below where items will be maintained in stock and sold to the public in the usual course of business.

(Street and Number, City, and State)

**INSPECTION OF PLANT FACILITIES:** 

The bidder certifies that an inspection of the physical facilities of this plant was conducted by the

(Name of Agency)

(Date of Last Inspection)

AND THIS PLANT WAS (Accepted)

(Rejected)

## **RETURN THIS PAGE**

## **USDA CERTIFICATION FORMS**

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

This certification for both Primary and Lower Tier Covered Transactions is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, <u>Federal Register</u>, pages 4722-4733.

- The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any state or local department or agency.
  - b. Have not within a three-year period preceding this bid been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (state or local) transaction or contract under a public transaction; violation of state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (state of local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification, and
  - d. Have not within a three-year period preceding this application/bid had one or more public transactions (state or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

Organization Name	Solicitation Name/Title
Name and Title of Authorized Representative	
Signature	Date

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

See statement above – please read instructions next page before completing this form.

- 1. The prospective lower tier participant certifies, by submission of this bid, that neither it nor it and its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or local department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

Organization Name

Solicitation Name/Title

Name and Title of Authorized Representative

Signature

Date **RETURN THIS PAGE** 

### INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this form in duplicate, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary-covered transaction", "principal", "proposals", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency from which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency which this transaction originated may pursue available remedies, including suspension and/or debarment.

## DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm. IFB#109-07bw, Miscellaneous Paper & Cleaning Supplies

			Lir	nits
Required		Coverage Required	(fig	gures denotes minimum)
X	1.	Worker's Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1.	Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2.	<b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2.	\$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3.	Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. (no	\$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence te, symbol "1" on liability coverage)
—	4.	Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4.	\$1,000,000 (CSL) Each Claim
	5.	Garage Liability	5.	\$1,000,000 CSL Each Occurrence
—	6.	Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6.	a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
	7.	Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7.	\$1,000,000
	8.	Other Insurance:		
<u>X</u>	9.	Fauquier County and/or Fauquier County School On Auto and General Liability Policies (This cover The County and Schools may possess and must be sho	age is	primary to all other coverage
<u>_X</u>	10.	30 day written cancellation notice required for non-pa Fauquier County and/or Fauquier County School Boa Virginia Section 38.2-231. Also, the words "endeavo "failure to mail such notice" clause shall be remove cancellation notice.	rd – R or to"	ef. Code of and
X	11.	The Certificate must state Bid/RFP No. and Bid/R	FP Ti	tle.
<u>_X</u>	12.	Contractor shall submit Certificate of Insurance w days from notification of award, and shall provide duration of the contract.		
		OFFEDOD STATE		JT

#### OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

Revised 2/16/06 - tr

#### **RETURN THIS PAGE**

### FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS INVITATION FOR BID (IFB) #109-07bw Miscellaneous Paper & Cleaning Products, School Nutrition Coop BID FORM

BID NUMBER AND OPENING DATE SHOULD BE CLEARLY MARKED ON FRONT OF ENVELOPE.

FIRM <u>FULL, LEGAL</u> NAME	PHONE # (INCLUDING AREA CODE)
ADDRESS	FAX # (INCLUDING AREA CODE)
CITY, STATE AND ZIP	FEDERAL IDENTIFICATION NUMBER

E-MAIL ADDRESS IF AVAILABLE

The bidder agrees to furnish all labor, materials, and equipment necessary to provide the goods called for in the Solicitation Documents of IFB#109-07bw, with all Addenda thereto at the firm fixed prices specified in this and the attached Bid Form.

### Delivery: Availability for initial delivery after award, in days:

NON-COLLUSION: The party making the foregoing bid hereby certifies that such bid is genuine and not collusive or sham; that said bidders has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this Bid the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of the Commonwealth of Virginia. Bidder also certifies by signing this Bid that no conflict of interest exists between Contractor and the Owner that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

### TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON SUBMITTING THIS BID

### SIGNATURE OF AUTHORIZED PERSON SUBMITTING THIS BID

DATE Receipt of the following Addenda are acknowledged: Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

## **RETURN THIS PAGE AND THE 11 PAGE BID FORM FOLLOWING**

Item		Approved	Est.	Pur.	Unit	Extended
No.	Description	Brands	Usage	Unit	Price	Price
APF	RONS & GLOVES					
1	APRONS - PLASTIC DISPOSABLE	Handgards #MDEB101 ONLY				
'	Medium duty polyethylene, extra long ties,					
	large neck opening					
	Manufacturer/Number:	Size: 28" x 46"				
	Pack <u>100</u>	NO SUBSTITUTE	200	CS		
2	GLOVES - VINYL DISPOSABLE					
_	Small PR601100					
	Medium PR601200	SafePrep or equal		CS		
	Large PR601300		300	CS		
		PRICED PER BOX				
	Manufacturer/Number:	Multipurpose, food preparation, disposable,				
	Pack <u>10/100</u>	ambidextrous				
		Powder-free, Non-Latex, Vinyl				
3	GLOVES - PLASTIC DISPOSABLE, single use	Handgards OEG-101100 ONLY				
	Medium Long Gaunlet		150	CS		
	Large Long Gaunlet		150	CS		
		Hot cast embossed polyethylene gloves,				
	Manufacturer/Number:	ambidextrous, made for food handling.				
	Pack	Manufacturers to state if dispenser is				
	Cool School Alliance Made in USA	available with purchase of gloves Packed: 10/100/cs <b>Recyclable</b>				
BAG						
DAU						
4	BAGS, BUN PAN 27" X 37" FOOD STORAGE	Handgards #FB37 or equal				
	Bags on a roll	Packed: 200				
	Manufacturer/Number:	Fits sheet pan				
	Pack	Clear high density Polyethylene bags on				
		a roll in dispenser box. Twist tie closure.				
		Grease, leak and tear-resistant				
	Cool School Alliance		160	CS		
5	BAGS, FOOD STORAGE 10" x 14"	Handgards #FB14 or equal				
	Manufacturer/Number:	Clear Polyethylene				
	Pack	Packed: 1000/roll - Gallon size				
		High density Polyethylene food storage/				
		freezer bag on a roll in dispenser box with				
	Cool School Alliance	twist tie closure; Grease, leak, tear-resistant	75			
6	BAGS, FOOD STORAGE 18" x 24"	Handgards #FB24RM or equal	75	CS		
0	BAGS, TOOD STOKAGE TO X 24					
	Manufacturer/Number:	Packed: 250/roll				
	Pack	Fits 1/2 sheet pan				
		Clear high density Polyethylene bags on				
	Cool School Alliance	a roll in dispenser box. Twist tie closure. Grease, leak and tear-resistant	100	CS		
7	BAGS, FRENCH FRY	Stewart Sutherland 2CH or equal	100	03		
l '		Size: $4\frac{1}{2}$ " x $3\frac{1}{2}$ "				
		Packed: 1000/box				
	Manufacturer/Number:	Dry bleached, waxed slightly				
<u> </u>	Pack		60	CS		
8	BAGS, LUNCH	Stone or equal				
	8 pound	Color: white	70 25	CS		
	Manufacturer/Number:		20	CS		
	Pack					
9	BAGS, LUNCH - Special Size	Stewart Sutherland or equal				
	5 pound	Double wax paperbag - white				
	Manufacturer/Number:	Size: Approx. 10 <sup>3</sup> / <sub>4</sub> " x 5 <sup>1</sup> / <sub>4</sub> " x 3 <sup>1</sup> / <sub>4</sub> " side				
1	Pack	panel - 31/2" x 51/4" flat bottom	25	CS		

1

ltem No.	Description	Approved Brands	Est. Usage	Pur. Unit	Unit Price	Extended Price
10	BAGS, SANDWICH, Large	Handgards #SB8.5 or equal				
	Manufacturer/Number: Pack	Color: NO PRINT (plain) Packed: Full saddle 2000/cs				
	Cool School Alliance	Clear 6.5"x7" with 1¾" flip lock. High density polyethylene. Microwavable & boilable.	455			
11	BAGS, SANDWICH, Printed	Grease and Leak resistant. Handgards #SB8.5CB; SB8.5HB; SB8.5CK	155	CS		
	Manufacturer/Number: Pack	Color: Clear with PRINTED Hamburger, Cheeseburger, Fish, Chicken, BBQ Packed: Full saddle 2000/cs				
		High density Polyethylene 6.5"x7" with 1¾" flip lock. Microwavable and boilable.	225			
12	Cool School Alliance BAGS - BUN PAN RACK	Grease and Leak resistant. Handgards #RP8052	225	CS		
	Manufacturer/Number:	Clear Polyethylene Size: 52" x 80"				
	Cool School Alliance	Packed: 50/case	30	cs		
13	PAN LINER	Norpak F25Q1M Handgards OPL34x12 Stick BANR-49 or equal				
	Manufacturer/Number: Pack	Silicone parchment paper 16 ¾" x 24 ¾" medium weight				
		Packed: 1000/cs NO SUBSTITUTE	600	cs		
14	PAN SAVERS					
	Manufacturer/Number: Pack					
		NO SUBSTITUTE	30	CS		
	WLS - SERVING CUPS & LIDS BOWL - 4 oz ROUND SQUAT				<u> </u>	
15	Manufacturer/Number:	Dart #4J6 or equal Color: white Extruded polystyrene foam for hot items Packed: 20/50 count/case				
	Pack		175	cs		
16	BOWL - FOAM LAMINATED WITH LIP 12 oz	Mobil #THI-0012 or Dart #12932				
	Manufacturer/Number: Pack	Packed: 1000 MUST BE RECYCLABLE	100	cs		
17	BOWL - FOAM W/ ROUND BOTTOM 10 oz	Dart #10B20 or equal	100	03		
	Manufacturer/Number: Pack	Packed: 20/50 ct MUST BE RECYCLABLE	80	cs		
18	BOWL - FOAM SQUAT 12 OZ - WHITE	Dart #12SJ20 or equal Round squat cup of extruded polystyrene foam, hot items				
	Manufacturer/Number:	Packed: 20/25 at	220			
	Pack	Packed: 20/25 ct	230	CS	L	

ltem No.	Description	Approved Brands	Est. Usage	Pur. Unit	Unit Price	Extended Price
19	LIDS, PLASTIC FOR 12 OZ BOWL	Dart #20JL or equal Extruded polystyrene foam to fit round squat cup - Fits Dart Bowl 12SJ20 Packed: 10/100 ct				
	Manufacturer/Number: Pack		50	CS		
20	CASSEROLE - FOAM BLACK 8 oz	Sweetheart #SR8CDY Dart #8CDBQ or equal Color: black Foam black casserole dish made from polystyrene and non-absordent. Container must be capable of holding food up to 200° F				
	Manufacturer/Number: Pack	Packed: 8/125/cs MUST BE RECYCLABLE	95	CS		
21	INSERT - 5 OZ Clear polystrene plastic. Capacity of 5 fluid ounces to brim. Manufacturer/Number:	Reynolds 4296, Ivex PLS #4296, Pactiv 21822 or equal Size: 3½" x 3½" x 1"				
22	Pack CUP, SOUFFLE - PLASTIC 2 oz. (59.1 mL)	Packed: 2500/cs Pactiv CTS B200, Solo TH-200-0090	1000	CS		
LL	Uses lid Manufacturer/Number: Pack	Fabrikal #PC200 or equal Color: translucent				
		Packed: 2500/cs	220	CS		
23	SOUFFLE CUP - PLASTIC 4 oz. Manufacturer/Number:	Fabrikal #PC400 Pactiv CTS 8400, Solo T400-0090 or equal Color: clear				
	Pack	Packed: 2500/cs	215	cs		
24	LIDS - SOUFFLE 2 oz Manufacturer/Number:	Fabrikal #PC200 lid or equal Pactiv LSL-2, Solo PLI-0090 or equal Color: clear				
	Pack		35	CS		
25	LIDS - SOUFFLE 4 oz	Fabrikal #PC400 lid or equal Pactiv LSL-45, Solo PL4-0090 or equal				
	Manufacturer/Number: Pack	Color: clear Packed: 2500/cs	36	CS		
COI	NTAINERS - HINGEWARE					
26	CONTAINER, HAMBURGER FOIL (Arlington) Dual ovenable paper Manufacturer/Number:	Reynolds RC720 or equal Depth: Min - 1 21/64 Max - 1 33/64 Length: 6 ½ Width: 1 33/64				
	Pack	NO SUBSTITUTE	500	CS		
27	<b>CONTAINER, HOT DOG FOIL</b> (Arlington) Dual ovenable paper					
	Manufacturer/Number: Pack	Depth: Min - 1 21/64 Max - 1 33/64 Length: 6 ½ Width: 5				
00			200	CS		
28	<b>CONTAINER, PIZZA</b> (Arlington) Dual Ovenable Paper	Pactiv PCS 5710 Oblong Tray: 4 1/16 x 6 11/16				
	Manufacturer/Number: Pack	Pack: 500/cs	200			
		NO SUBSTITUTE	200	CS		

ltem No.	Description	Approved Brands	Est. Usage	Pur. Unit	Unit Price	Extended Price
	FOAM CONTAINER, 3 SECTION HINGED	Pactiv THI-0108 or equal				
		Color: white				
	Manufacturer/Number:	Size: 8" x 8"				
	Pack					
		RECYCLABLE - NO SUBSTITUTE	20	CS		
30	NACHO CONTAINER, PLASTIC	Reynolds #PNT01 or Clearview #C18-8068				
		Size: 6" x 8"				
	Manufacturer/Number:					
	Pack	NO SUBSTITUTE	120	CS		
31	3-COMPARTMENT TRAY - HINGED	Pactiv Hexware - EH8-9093	120	03		
01		Color: Deli Supreme Black				
		9" colored hexware				
		capacity 22/6/6 fl. oz; 9" x 3"				
	Manufacturer/Number:	Packed: 100/cs				
	Pack	NO SUBSTITUTE	100	CS		
32	Single Compartment Hingeware	Pactiv				
		Color: Clear top, black bottom				
		EH8-9602 Square sandwich	135	CS		
		EH8-9622 Long sandwich	135	CS		
		EH8-9617 Square salad	135	CS		
	Manufacturer/Number:					
33	Pack 3-COMPARTMENT TRAY - USES LID - BLACK	NO SUBSTITUTE Dart B30DE3 or equal				
33	S-COMPARTMENT TRAT - USES EID - BLACK	Color: black				
		Stackable, wide side ribbing, flat lid				
	Manufacturer/Number:	Size: 9"x7%"x1 <sup>3</sup> / <sub>4</sub> "				
	Pack	4/63 (252/EACH)	200	cs		
34	LID FOR 3-COMPARTMENT TRAY	Dart Clearpac C64DLR or equal				
		Clear, snap on, water tight, seal				
	Manufacturer/Number:					
	Pack	Packed: 100/cs	200	CS		
35	2-COMPARTMENT TRAY - BLACK	Dart B30DE2 or equal				
	Manufacturer/Number:	Stackable, wide side ribbing, flat lid Size: 9"x7.4"x1.7"				
	Pack	4/63 (252/CASE)	150	cs		
	SANDWICH TRAY, PLASTIC HINGED	Clearview Sandwich #C18-1060	100	03		
	Manufacturer/Number:	Packed: 500/cs				
	Pack		20	cs		
37	TRAY, FOOD - 2 COMPARTMENT (Arlington)	Reynolds Item #4842-9 DO/12849 or equal				
		(CPET BASE 22 oz & 9 oz)				
		Size: 9x6/4x1-1/2				
	Manufacturer/Number:	Color: black	500			
38	Pack	Packed: 500/cs Reynolds Item #4843-9DO	500	CS		
30	INAL, FOOD - 3 COMPARTMENT (Animgion)	(CPET BASE 22 oz & 4 oz)				
	Manufacturer/Number:	Color: black				
	Pack	Packed: 500/cs	500	CS		
39	TRAY, SINGLE COMPARTMENT	Parpak #21945 1.5 ml				
-	ACPS SUMMER PROGRAM	Dart Clearpac C24DER				
				1	1	
	(22-24 oz Capacity), CLEAR					
	(22-24 oz Capacity), CLEAR Manufacturer/Number: Pack	Packed: 1000/cs				

Item No.	Description	Approved Brands	Est. Usage	Pur. Unit	Unit Price	Extended Price
-	PS - DRINKING & LIDS	Blando	obuge	onit	11100	11100
	CUP - 8 oz WHITE FOAM (Hot Drink Cup)	Dart #8J8 or equal				
	······································	Expanded polystyrene foam				
		Uses lid 8JL (vented)				
	Manufacturer/Number:					
	Pack	Packed: 25/40/cs				
		MUST BE RECYCLABLE	125	cs		
41	CUP, FOAM - COLD BEVERAGE - 12 oz.	Dart "Horizon LX" #12LX16H (Forest Green) or				
	Expanded polystyrene foam cup. May be	Dart #12LX16E Impulse (Tea/Magenta)				
	extruded or made from 2 pieces with a flat					
	recessed bottom	12Lx16H - Uses 12JL utensil lids				
		12Lx16E - Uses lids 16FTLS dual purpose				
		Packed: 1000/cs				
	Manufacturer/Number:	NO SUBSTITUTE				
	Pack	MUST BE RECYCLABLE	100	CS		
42	CUP - COLD BEVERAGE - 16 oz.	Dart "Horizon LX" #16LX16				
	Uses lids 16FTLS dual purpose	Dart #16LX16E Impulse				
	Manufacturer/Number:					
	Pack	Packed: 1000/cs				
40			90	CS		
43	LID, PLASTIC TO FIT HORIZON CUPS	Dart #16FTLs or equal				
	Fits Horizon LX 12 & 16 oz (lift & lock)	Dart #12JL for Horizon 12LX16				
	Manufacturer/Number:	Size: 12 oz & 16 oz				
	Pack	Packed: 10/100 per case	65			
			00	CS		
	KINS, TABLECOVERS, TOWELS					
44	NAPKINS, DISPENSER (Tall fold)	North River by Cascades #2569 or equal				
	Use of recycled materials is encouraged and	Size: 61/2"x131/2" (Folded 31/2"x63/4")				
	documentation of percentage of recycled	Color: white				
	materials in napkins is then required.					
	Manufacturer/Number:	Packed: 10,000/cs				
45		North Diver by Concerden #594 or envel	700	CS		
45	NAPKINS, DISPENSER (Low fold)	North River by Cascades #581 or equal				
	Use of recycled materials is encouraged and	Size: 9"x12" (Folded 3.5"x5")				
	documentation of percentage of recycled materials in napkins is then required.	Color: white, full embossed dispenser napkin				
	Manufacturer/Number:	Packed: 32/250 ct (8000/cs)				
	Pack	1 acked: 32/200 ct (0000/cs)	185	cs		
46	TABLECOVER, POLY	Hoffmaster	100	- 03		
ΨV		Color: assorted				
	Manufacturer/Number:	Size: 54" x 108"				
	Pack	Weight: 1 ply				
		Packed: 25/cs				
		NO SUBSTITUTE	50	cs		
	TES, PLAIDS, & SCHOOL TRAYS					
	PLATE - 6" FOAM LAMINATED	Dart #6DBO	[		1	
47		Dart #6PBQ				
		Genpak 80600				
	Manufacturer/Number:	Disp02-O FP-6-1000 Color: black				
	Manufacturer/Number:					
1	Pack	Packed: 8/125 ct				
1						
		Black Expanded Polystyrene	55	cs		
	ļ	Black Expanded Polystyrene	55	60	I	

Item		Approved	Est.	Pur.	Unit	Extended
No.	Description	Brands	Usage	Unit	Price	Price
48	PLATE 9" FOAM LAMINATED	Dart #9PHQ				
-		Disp02-O FP-6-1000				
		Color: black				
	Manufacturer/Number:					
	Pack	Packed: 4/125 ct				
		Expanded Polystyrene				
		MUST BE RECYCLABLE	105	CS		
49	PLATE 6" PLASTIC	Pactiv C18-10006				
		Polar #13260 or equal				
	Manufacturer/Number:	Color: clear				
	Pack					
		Packed: 500/cs				
		MUST BE RECYCLABLE	25	CS		
50	PLATE 9" PLASTIC	Pactiv T11-H009				
		Polar #13908 or equal				
	Manufacturer/Number:	Color: clear				
	Pack					
		Packed: 500/cs	_			
			5	CS		
51	PLATTER OVAL - FOAM	Pactiv TH1-0045 or equal				
	(Non-Laminated Foam)					
	Uses Lid C18-0045 - 500/cs	Size: 0" x 7" x 9"				
	Manufacturer/Number:	Packed: 8/125 ct (1000)				
		Facked. 6/125 Ct (1000)				
	Pack	MUST BE RECYCLABLE	85	CS		
52	PLATTER OVAL - One Cell, PLASTIC	ParPak 21972	00	03		
52	Black, oriented polystyrene, stackable	Size: 9 <sup>1</sup> / <sub>2</sub> " x 7" x 1 <sup>1</sup> / <sub>2</sub> "				
	Uses Oval Platter Lid 21971					
	Manufacturer/Number:	Packed: 500/cs				
	Pack					
		MUST BE RECYCLABLE	2	CS		
53	RANCH PLAID PAPER FOOD TRAY	Winchester Carton #WFT025/050				
	(Food dish of 16 pt board)	Dopdco #5811/#5803				
	#25 - 4 oz	Fonda	400	cs		
	#50 - 8 oz	Color: red plaid	700	cs		
	Manufacturer/Number:					
	Pack	Packed: 1000/cs (4/250)				
54	RANCH PLAID PAPER FOOD TRAY	Fonda #100/200 or equal				
	(Food dish of 16 pt board)	Color: red plaid				
	#100 - 1 lb		100	CS		
	#200 - 2 lb		125	CS		
	Manufacturer/Number:	Packed: 1000 (4/250)				
ļ	Pack					
55	TRAY, Rectangular, BLACK (ACPS)	Genpak TRO 8PBK only				
	Laminated styrene	Color: black				
	Foam on top and bottom of expanded polystyrene.					
	Outer rim should not be less than 8"x101/4". Inside					
	measurement of tray bottom shall not be less than	Packed: 2/200 (400/cs)				
	8 <sup>3</sup> / <sub>4</sub> x6 <sup>3</sup> / <sub>4</sub> ", lip shall not be less than 1". Must sit solid					
	(no warping) and must be durable. Must be able to					
	carry a complete lunch on the tray without spilling.					
	Polybags acceptable.					
	Manufacturer/Number:		4500			
	Pack	NO SUBSTITUTE	1500	CS		

Item		Approved	Est.	Pur.	Unit	Extended
No.	Description	Brands	Usage	Unit	Price	Price
56	SCHOOL TRAY - 5 COMPARTMENT FOAI					
	Manual for the second block of the second	Sesame White				
	Manufacturer/Number:	Size: 10.38" x 8.38" x 1.19"				
	Pack	sturdy, laminated Packed: 4/125 ct				
		RECYCLABLE - NO SUBSTITUTE	7800	CS		
57	SCHOOL TRAY - 6 COMPARTMENT FOAT		7000	63		
0.		Sesame White				
	Manufacturer/Number:	Size: 12.5" x 8.5" x 1.13"				
	Pack	sturdy, laminated				
		Packed: 4/125 ct				
		<b>RECYCLABLE - NO SUBSTITUTE</b>	800	CS		
58	TRAY - THREE CAVITY (For Use w/ ACPS Tiny Titans)	ParPak #28002 ONLY				
		Hi-temp material, sustainable up to 250°F				
	Manufacturer/Number:	Size: 61/2" x 5" x 11/2"				
	Pack	(3.7/3.7/8 fluid of capacity)				
		Packed: 1000/cs	_			
 		NO SUBSTITUTE	5	CS		
UTE	NSILS					
59	COMBO UTENSIL KIT	Jet EDKIT or Dispoz-o PSKF 1000				
	Includes: spork, napkin, straw	Color: black preferred				
	Individually wrapped polystyrene spork,	Weight: medium heavy polystyrene				
	5¾" milk straw, and 13½" napkin					
	Manufacturer/Number:					
	Pack	Packed: 1000/cs	3000	CS		
60	STRAWS, MILK - WRAPPED	Jet Plastic AWM12, stir-it				
		Color: clear or white plastic				
	Manufacturer/Number:	Size: 5.75"				
	Pack	Packed: 24/500 per case	250	CS		
61	COFFEE STIRRERS, PLASTIC		200	63		
	Hot/Cold beverage stirrers	Size: 5.25"				
	Manufacturer/Number:					
	Pack	Packed: 10/750 per case	45	CS		
62	UTENSILS - 5" KNIFE - PLASTIC	Challenger by Jet ONLY				
	Polystyrene or polypropylene	Size: 5"				
	Manufacturer/Number:					
	Pack	Packed: 1000/cs				
		NO SUBSTITUTE	200	CS		
63	UTENSILS - FORKS - PLASTIC	Polar #PS70043 or equal				
	Manufacturar/Number	MEDIUM Heavy Polystyrene Color: ebony				
	Manufacturer/Number: Pack					
		Packed: 1000/cs				
		elite by Jet Products not acceptable	850	CS		
64	UTENSILS - KNIVES - PLASTIC	Polar #PS70041 or equal				
	Break resistant	MEDIUM Heavy Polystyrene				
	Manufacturer/Number:	Color: ebony				
	Pack	Packed: 1000/cs				
		elite by Jet Products not acceptable	300	CS	ļ	
65	UTENSILS - TEASPOONS - PLASTIC	Polar #PS70044				
	Break resistant	MEDIUM Heavy Polystyrene				
	Manufacturer/Number:	Color: ebony				
	Pack	Packed: 1000/cs	755	00		
66	UTENSILS - SOUP SPOONS, PLASTIC	elite by Jet Products not acceptable Polar PS#70042,	755	CS		
00	TENDIED - DOUR OF OUND, FEADING	Polystyrene, MEDIUM WEIGHT				
	Manufacturer/Number:	Color: white or ebony				
	Pack	Packed: 1000/cs				
		elite by Jet Products not acceptable	170	CS		
L	IFB#109-07bw					

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Item		Approved	Est.	Pur.	Unit	Extended
No.	Description	Brands	Usage	Unit	Price	Price
67	UTENSILS - CUTLERY KIT, WRAPPED	Max Packaging 689F-B4 or equal				
	Wrapped in clean food grade film.	Color: ebony				
	Use of recycled materials is encouraged, and					
	if applicable, documentation of percentage of	Fork - medium weight, mininum length 51/4" - 1 case				
	recycled material will be needed	break resistant, polypropylene, at least 2.6 grams				
	Manufacturer/Number:	Milk Straw - 5¾"				
	Pack	Napkin - white, 12"x17"; 2-ply napkin - 1000/cs				
		elite by Jet Products not acceptable	250			
WR/	AP, FOIL, DELI PAPER					
68	DELI PAPER SHEETS	Master Rite or equal;				
		Norpak #FLOW-8 or equal				
	Manufacturer/Number:	Size: 8" x 10.75"; dry wax paper				
	Pack	Packed: 500/box (3000/cs)	350	CS		
69	DELI PAPER, PATTY SHEETS	James River #512 or equal				
•••		Size: 5.5" x 5.5"				
	Manufacturer/Number:	0120. 0.0 × 0.0				
	Pack		15	cs		
70	FILM, CRYSTAL IN CUTTER BOX	Reynolds #910 or equal	15	65		
10	FILM, CRISTAL IN COTTER BOX					
	NATION OF THE STATE AND A STAT	Anchor PW122				
	Manufacturer/Number:					
	Pack	Size: 12" x 2000'	45	CS		
71	FILM, CRYSTAL IN CUTTER BOX	Reynolds #914 or equal				
		Anchor PW242				
	Manufacturer/Number:					
	Pack	Size: 18" x 2000'				
			165	CS		
72	FOIL, ALUMINUM IN CUTTER BOX	Reynolds #613				
		Handi Foil 11505				
		Weight: heavy				
	Manufacturer/Number:	Size: 15"x1000'				
	Pack		330	CS		
73	FOIL WRAP, POTATO	Reynolds #710 or equal				
		Size: 9" x 10"				
	Manufacturer/Number:	Packed: 12/200 ct				
	Pack		40	cs		
74	FOIL WRAP, QUILTED SHEET	Pactiv		03		
/4		Size: 12" x 10¾"				
	Manufacturar/Number:	SIZE. 12 X 10/4				
	Manufacturer/Number: Pack	Backed: E00/bax (2000/ca)	32			
		Packed: 500/box (3000/cs)	32	CS		
	SH CAN LINERS BAGS, TRASH CAN LINER 45 Gallon	Mobil #PG6-4661 or equal				
		Thickness: 1.25 ml				
	Manufacturer/Number:	Size: 45 gallon				
	Pack	Packed: 100/cs	140			
		Samples Required for other brands	140	CS		
76						
76	BAGS, TRASH CAN LINER 55 Gallon	Aluf #RPG-6181 or equal - 2.0 ml				
		Weight: 2 ml				
		Size: 55 gallon (22x16x58)				
	Manufacturer/Number:					
	Pack	Packed: 100/cs	290	CS		
		Samples Required for other brands				
	ANING SUPPLIES					
77	ALL PURPOSE CLEANER	MR.CLEAN by Proctor & Gamble ONLY				
		Packed: 3/1 gal				
	Manufacturer/Number:					
	Pack					
	MSDS required	NO SUBSTITUTE	200	CS		
	•					

ltem No.	Description	Approved Brands	Est. Usage	Pur. Unit	Unit Price	Extended Price
78	AMMONIA					
		Packed: 12/32 oz				
	Manufacturer/Number:	3.3% by weight				
	Pack MSDS required					
	MSDS required		5	CS		
79	BLEACH, LIQUID					
		Packed: 6/1 gal				
	Manufacturer/Number:	Household bleach, unscented.				
	Pack MSDS sheet required on this product.		250			
00	DEGREASER	SPIC & SPAN by Proctor & Gamble ONLY	350	CS		
80	DEGREASER	Packed: 3/1 gal liquid				
	Manufacturer/Number:	Facked. 5/1 gai liquid				
	Pack					
	MSDS required	NO SUBSTITUTE	36			
01	DETERGENT LAUNDRY WITH BLEACH	TIDE #66345 by Proctor & Gamble		CS		
01	DETERGENT LAUNDRY WITH BLEACH					
	Manufacturer/Number:	Packed: 15/33 oz				
	Pack MSDS required	NO SUBSTITUTE	260			
82	DISH SOAP	JOY by Proctor & Gamble ONLY	200	CS		
02	DISH SOAF	Packed: 12/25 oz				
	Manufacturer/Number:	Facked. 12/23 02				
	Pack					
	MSDS required	NO SUBSTITUTE	165	cs		
02	DISH SOAP	DAWN by Proctor & Gamble ONLY	105	6		
03	DISH SOAP	Packed 12/25 oz				
	Manufacturer/Number:	Facked 12/23 02				
	Pack					
	MSDS required	NO SUBSTITUTE	120	cs		
84	GLOVES, RUBBER	RUBBERMAID ONLY	120	03		
04	Medium, Regular Length	Weight: medium	100	dozen		
	Large, Regular Length	Style: flock lined	30	dozen		
	Manufacturer/Number:		50	uozen		
	Pack	Price by the dozen				
		NO SUBSTITUTE				
85	HAND SOAP WITH GERMICIDE	#AHC4				
		Packed: 4/1 Gallon				
	Manufacturer/Number:					
	Pack					
	MSDS required		10	cs		
86	OVEN SPRAY CLEANER	EASY OFF (Non-Caustic) by Proctor & Gamble ONLY	10			
•••		Packed: 6/24 oz				
	Manufacturer/Number:					
	Pack					
	MSDS required	NO SUBSTITUTE	130	cs		
87	SCOURING PADS - COMMERCIAL	Royal #960				
•••		Extra heavy nylon				
		Green scrubber without soap				
	Manufacturer/Number:	Packed: 60/cs 31/2" x 5"				
	Pack		250	cs		
88	STAINLESS STEEL POLISH	Champion Aerosol				
		3M Brand 19927 or equal				
	Manufacturer/Number:	Liquid satin shine. Non-petroleum based cleaner.				
	Pack	Packed: 12/18 oz				
	IPack					

Item		Approved	Est.	Pur.	Unit	Extended
No.	Description	Brands	Usage	Unit	Price	Price
89	CANNED FUEL	Sterno Smart Can				
		Size: 72/7 oz cans/cs				
		7 oz can, 2 hour burn time, fuel is non-toxic,				
		ability to hold temperature at 135-140°F.				
	Manufacturer/Number:	Can has heat indicator.				
	Pack MSDS sheet required on this product.	NO SUBSTITUTE	75	cs		
90	TOWEL - DISPOSABLE	Shur Wipe #29811				
		Size: 10" x 10"				
	Manufacturer/Number:	Weight: 2 ply				
	Pack	Packed: 15/125 ct	70	CS		
91	TOWEL - PRETREATED SANITIZING	Quix #8295				
		Packed: 72/cs				
	Manufacturer/Number:					
00		Chix Diug #8200	11	CS		
92	TOWEL - SERVICE DISPOSABLE	Chix Plus #8290				
	Manufacturor/Number	Size: 13" x 24" Packed: 72/cs				
	Manufacturer/Number: Pack	Fackeu. 72/05	400			
02	TESTING STRIP PAPERS FOR BLEACH	Hydrion	400	CS		
33						
	Manufacturer/Number:					
	Pack		100	roll		
94		Probe				
• •	THERMOMETER SANITIZING					
	Manufacturer/Number:					
	Pack		100	cs		
CAT				-	-	
	TONG, 9" utility	Carlisle 4709-03				
	black, break resistant, scalloped edge,					
	dishwasher safe, NSF listed					
	Brand/Packer	48/cs				
	Pack Portion Cost	NO SUBSTITUTE	10	cs		
96	CAKE CUTTER/SERVE - Black Plastic	Caterline or equal				
	serrated edge					
	Brand/Packer	48/cs				
	PackPortion Cost		3	CS		
97	SPOON - SALAD/BUFFET - Black	Carlisle 4470-03				
	black, break resistant plastic, ¾ oz. capacity,					
	solid bowl, one piece construction.					
	Dishwasher safe, NSF listed.					
	Brand/Packer Pack Portion Cost	NO SUBSTITUTE	10			
98	SPOON - PERFORATED SERVING - Black	Carlisle 4421-03	10	CS		
30	black one-piece polycarbonate, perforated	Canibic 772 1-00				
	bowl, will handle temperatures to 212°F, dry					
	heat to 270°F; dishwasher safe, notched					
	handle, hole in end. NSF listed					
	Brand/Packer					
	Pack Portion Cost	NO SUBSTITUTE	50	each		
99	GRILL CLEANER	Austin Wipe Away or equal				
	clear, no odor	1				
	MSDS required					
	Brand/Packer	4/1 gal				
	Pack Portion Cost		3	cs		
100	TRAY, 18" CATERING WITH DOME	Reynolds RPT 18F				
	black, scalloped rim, flat	Pactiv 9818KWP				
	Brand/Packer					
	PackPortion Cost	NO SUBSTITUTE	50	cs		

ltem		Approved	Est.	Pur.	Unit	Extended
No.	Description	Brands	Usage	Unit	Price	Price
101	TRAY, 16" CATERING WITH DOME	Reynolds 13613				
	black, scalloped rim, flat	Pactiv 9816KWP				
	Brand/Packer					
	PackPortion Cost	NO SUBSTITUTE	50	CS		
102	TRAY, 12" CATERING WITH DOME	Reynolds PRT12F/LID RP012				
	black, scalloped rim, flat	Pactiv 9812KWP				
	Brand/Packer					
	PackPortion Cost	NO SUBSTITUTE	50	CS		
103	PLATES, 6" PLASTIC - Black	Genpak Silhouette BLK 06				
		Pactiv TIB-H006 or equal				
	Brand/Packer	1000/cs				
	PackPortion Cost	NO SUBSTITUTE	5	CS		
104	PLATES, 9" PLASTIC - Black	Genpak BLK09 Silhouette Premium				
	black	Pactiv 1B-H009, Premium				
	Brand/Packer	400 ct				
	PackPortion Cost	NO SUBSTITUTE	5	CS		
105	NAPKINS, BEVERAGE - White	Hoffmaster 610-W				
	oak leaf embossed	Size: 10" x 10" - 2 Ply				
	Brand/Packer	1000/cs				
	PackPortion Cost	NO SUBSTITUTE	12	CS		
106	NAPKINS, DINNER - White	Hoffmaster				
	oak leaf embossed, 8 fold	Size: 15" x 17" - 2 Ply				
	Brand/Packer	1000/cs				
	PackPortion Cost	NO SUBSTITUTE	5	CS		
107	KNIFE - Black	Solo Classic 10025-0222 or equal				
		full size, heavy weight				
	Brand/Packer	1000/cs				
	PackPortion Cost		5	CS		
108	FORKS - Black	Solo Classic 10024-0001 or equal				
		full size, heavy weight				
	Brand/Packer	1000/cs				
	PackPortion Cost	NO SUBSTITUTE	5	CS		
09	TEASPOON - Black	Solo Classic 10026-0222 or equal				
	full size, heavy weight	full size, heavy weight				
	Brand/Packer	1000/cs				
	PackPortion Cost	NO SUBSTITUTE	5	CS		
110	CUPS, TUMBLERS, 8 oz.	Win Cup R08CL or equal				
	clear, plastic straight wall					
	Brand/Packer	500/cs				
	PackPortion Cost		10	cs		
111	BOWL, SALAD 12 oz.	Genpak Silhouette Premium BLK 21				
	plastic, black	Pactiv T1B-H012 Premium				
	Brand/Packer	1000/cs				
	Pack Portion Cost	NO SUBSTITUTE	2	CS		