

# INVITATION FOR BIDS (IFB)



Issue Date: April 24, 2025

IFB# 2025-IFB-1005222

Title: Milk and dairy product to ACPS

Issuing Agency: County of Albemarle  
Office of Procurement  
401 McIntire Road, Room 248  
Charlottesville, VA 22902

Period of Contract: From : For one (1) year after contract award, with optional renewal of up to four (4) additional one (1) year terms.

Sealed bids will be received until 2:00 p.m. ET on Thursday May 22, 2025 for furnishing the goods/services described herein and then opened in public. **No telephoned, faxed, or emailed bids will be considered.**

All inquiries for information should be submitted in writing and be directed to: Chris Beahm at [cbeahm@albemarle.org](mailto:cbeahm@albemarle.org)

The face of the envelope or shipping container shall be clearly marked in the lower left-hand corner as follows:

IFB#:	2025-IFB-1005222
TITLE:	Milk and dairy product to Albemarle County Public Schools Child Nutrition Department
BID DUE:	May 22, 2025, no later than 2:00 p.m. ET

**BIDS SHALL BE SHIPPED/MAILED, OR HAND DELIVERED TO ISSUING AGENCY SHOWN ABOVE.** A secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled *Vendor/Contractor Bids or Proposals Only*. Bids may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped//mailed, or hand delivered directly to the issuing agency shown above.

**PREBID CONFERENCE:** [No pre-bid conference will be held or insert date/time for pre-bid conference]

In compliance with this invitation for bids and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the price(s) indicated herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_  
Fax Number: ( ) \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

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

By: \_\_\_\_\_

(Signature In Ink)

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

Virginia Contractor License No. \_\_\_\_\_

**I have the authority to bind the corporation.**

Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS:  YES;  NO  
IF YES ⇒⇒  SMALL;  WOMAN;  MINORITY;  SERVICE-DISABLED VETERAN-OWNED

*This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.*

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- I. **PURPOSE:** The purpose of this Invitation for Bid (IFB) is to solicit sealed bids from qualified sources to enter into a contract to provide milk and dairy product to the County of Albemarle County Public Schools Child Nutrition Department.
- II. **BACKGROUND:** Albemarle County Public Schools Child Nutrition Department operates under the National School Meal Program serving meals from 23 school kitchens. Food and supply items specified are to meet nutritional requirements under the USDA School Meal Program, for example CN labels items and USDA Smart snack guidelines. Albemarle County Child Nutrition Department utilizes a fall, winter and spring menu, each with a 4-week cycle. Kitchens will require weekly deliveries and some larger kitchens will received deliveries twice per week.
- III. **PROCUREMENT SCHEDULE AND TERM OF ANTICIPATED CONTRACT:** Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods
- IV. **COMPETITION INTENDED:** It is the County's intent that this Invitation for Bid (IFB) permits competition. It shall be the Bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for bids to close. Bidders may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The School Board will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Bidder to acknowledge all addenda by signing and returning a copy of all addenda with the bid submission or by separate acknowledgement of each addendum by number and date, in writing. Bidders are advised to contact this office to confirm the number of addenda five (5) days before the date established for bid opening. All addenda will be issued by not later than five (5) days prior to bid opening.

V. **SCOPE OF WORK/SPECIFICATIONS:**

- A. Contractor must have the availability to receive orders via email or website. Orders shall be submitted by food service managers weekly. Receiving orders by par-levels will also be considered once average usages for the school year are established. Contact information for each point of contract shall be given to the awarded contractor. CNP Supervisor shall be initial point of contact. Required lead times for Contractor to receive orders prior to delivery must not exceed 3 business days.
- B. If an offeror requires a minimum order amount, it should be indicated on the Pricing Schedule. It is the contractor's responsibility to inform the office of CNP when this minimum requirement is not met. A blank line will indicate "no minimum order requirement".
- C. Each location must have the food services manager sign the delivery invoice, if the food service manager is off, the designated secondary point of contact (other food service personnel or custodian) should sign and approve the delivery ticket.
- D. Contractor shall deliver milk to 23 school locations throughout the County of Albemarle. Contractor shall make deliveries at no additional cost on a regularly scheduled basis to each location. Delivery hours are 6:30 am – 1:30 pm, Monday through Friday. Some locations may receive deliveries at 6:00 am. Preferred deliveries are in the am and avoiding lunch service hours. Cafeteria will receive weekly deliveries and some will receive 2 per week. Please see the attached list, which includes delivery locations and addresses.  
  
If school has an unscheduled closure on a scheduled delivery day, a make-up delivery must be made available within good reason and prior to next scheduled delivery as agreed upon with County.
- E. All products specified herein must be stored and delivered in its' proper state according to federal, state and local codes. Delivery vehicles must be maintained in a sanitary condition, properly refrigerated, and equipped to hold and maintain product in a safe and satisfactory condition according to federal, state and local codes.
- F. Deliveries are to be placed in designated milk coolers, reach-in coolers or walk-in refrigerators at each site and stock is to be rotated.
- G. All containers/crates must be clean and delivered in sturdy, clean crates. The processing plant must provide a copy of the report showing an approval rating from the state and local Departments of Health.

- H. Damaged or partially filled containers **MUST NOT** be used at any time. Leaking or damaged cartons will be returned for credit.
- I. Vehicles shall be equipped with back up alarms to help prevent accidents.
- J. All products delivered shall be fresh, secured, undamaged, unused and agreed and signed off by the food service manager. Under no circumstance shall product be left either inside or outside of building unattended.
- K. All perishable products shall have legible expiration dates shown on each individual item; the product must not be delivered with less than 10 days expiration.
- L. Purchases made under this contract are for readily available supplies. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified. Should the contractor be unable to furnish the required item within the period of time specified, the County reserves the right to make emergency purchases from other sources. Any excess in cost of same over the price named herein is to be paid by the contractor or deducted from any money due him thereafter.
- M. All unsatisfactory products shall be exchanged at the time of next delivery and credit will show on the delivery ticket or credit slip. All products that are past the expiration date shall be returned and credited to the account within thirty (30) days of the items being returned.
- N. The County reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. The County and the contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments/modifications will be issued for all additions or deletions at renewal time each year.
- O. Estimated usages of product on bid are estimates. The County will work in hand with Contractor to communicate trends and patterns of usage to best predict usage throughout the school year, but will not be responsible for purchasing remaining products at contractor facility.
- P. Milk should meet USDA guidelines, no more than 10 g added sugar per 8 oz and no artificial colorings.
- Q. Albemarle County Schools participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). The Offeror must clearly communicate to the County, if a product does not have a domestic option.
- R. **Product Recalls:**
  - a. The Successful Bidder shall have a Standard Operating Procedure (SOP) in place to effectively respond to food recalls. This process shall include immediate notification to the Director of CNP with assurance that recalled products are identified and removed from schools in the most expedient manner. Bidder shall provide a copy of their firm SOP with their bid.
  - b. b) Director of CNP must be notified by Successful Bidder within 24 hours of a product recall via phone or email. A written manufacturer's media statement explaining the recall must be provided to the Director of CNP and the authorized representatives for immediate release.
  - c. c) The Successful Bidder shall either issue a credit or deliver a comparable substitute at the discretion of the County.
  - d. d) All costs associated with the product recall, which include, but are not limited to transportation and handling costs, may be borne by the Successful Bidder and are not the responsibility of the County.

- S. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the Contractor's cost of materials. No price increases will be authorized for 90 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 90 days thereafter and only where verified to the satisfaction of the County. Requests for price increases must be supported by one or more of the following:

**Market Index Data:** Changes in the Food category of the United States Bureau of Labor Statistics, Table 2, Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, by detailed expenditure category.

**Supplier Documentation:** Verifiable written documentation from the manufacturer indicating cost increases due to supply chain disruptions, weather events, or other external factors. This documentation must:

- Demonstrate the price change is general in scope and not specific to the County.
- Specify the percentage or amount of increase passed on to the Contractor.
- Be submitted no less than 30 days in advance of the proposed effective date.
- 

Approved price changes will only take effect at the beginning of the calendar month following the full 30-day notice period. The County will notify using agencies and the Contractor in writing of the effective date of any approved increase.

The Contractor must fill all purchase orders received prior to the effective date of the price adjustment at the original contract prices. Additionally, any "across-the-board" decreases in price are subject to immediate implementation and must be reported to the County as soon as they occur.

- T. Each Bidder is required to disclose if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with your response. (Certification and Suspension Form -Exhibit G)
- U. The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than \$100,000.00. Any vendor whose contract award exceeds \$100,000 must complete a Certification Regarding Lobbying Form (Exhibit H). ACPS must keep this signed certification statement on file with a copy of the contract.
- V. Buy American Provision: ACPS participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). There are limited exceptions to the Buy American provision which allow for the purchases of foods not meeting the 'domestic' standard. Offeror must identify non-domestic items submitted on bid. If a domestic option of these items is not available, this must be noted. If a domestic option is available, then details and pricing of non-domestic and domestic option must be submitted for consideration.
- W. Awarded Contractor must provide or have available through website the Nutritional fact sheets of all food items

**ACCOUNTING PROCEDURES:** The contractor shall prepare and provide:

- A. Invoices, for items delivered and accepted, shall be submitted in duplicate by the Contractor and signed by the school food service manager or designee. All invoices must list each item with a unit and extended price. All invoices shall have list items with subcategories and subtotals by food, nonfood supplies and chemicals. Localities are exempt from Federal Excise and State Sales Tax.
- B. Statements must be sent electronically to the Child Nutrition Office and must list invoices by school. Statements must be provided weekly.
- C. If the supplier fails to prepare invoices and statements as requested, or if invoices are repeatedly calculated incorrectly, we reserve the right to return all such invoices and statements to the supplier for correction. Payments shall be withheld until corrections are received.

- D. Successful bidder shall have the ability to provide electronically and email to CNP monthly:
- 1) A Group Item Sales Velocity Report (a/k/a Descending Dollar Report or Sales Frequency Report) monthly by school and aggregated for the division.
  - 2) A year-to-date summary of this Velocity Report for any given month.
  - 3) A year-to-date summary of this Velocity Report for full year's activity, July to June.
  - 4) Nutritional information on all items to include ingredient list, Nutritional Facts and CN labels.

VI. BID SUBMISSION INSTRUCTIONS:

- A. Bids shall be enclosed in a sealed envelope which shall be marked and addressed as indicated by this solicitation and submitted on the forms furnished, or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the Owner as being incomplete or nonresponsive.
- B. Bids shall be received in the Albemarle County Office Building, 401 McIntire Road, Room 248, Charlottesville, Virginia 22902 by not later than the date and time established herein or as modified by an addendum hereto. A secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled *Vendor/Contractor Bids or Proposals Only*. Bids may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped/mailed, or hand delivered directly to the issuing agency shown above. *Regardless of the method of delivery, it shall be the Bidder's responsibility to ensure timely and accurate delivery. Bids delivered to the wrong location or received in the specified location late will not be considered.*
- C. Each bid must give the complete legal name and full business address of the bidder and be signed by the bidder, or the bidder's authorized representative, with his usual signature. Bids by partnerships must be signed in the partnership name by one of the general partners of the partnership or an authorized representative, followed by the designation/title of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the state in which it is incorporated and by the signature and title of the person authorized to bind it in this matter. The name of each person signing shall be typed or printed below the signature. A signature on a bid by a person who identifies his title as "President," "Secretary," "Agent" or other designation without disclosing the principal firm, shall be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Trade or fictitious names may be referenced by using "t/a" but bids shall be in the legal name of the person or entity submitting the bid.
- D. As used in this IFB, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the IFB, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- E. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the ECC and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of *Virginia Code 2.2-4342(F)*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
- F. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.

VII. EVALUATION AND CONTRACT AWARD:

- A. Bids will be opened at the time and place stated in the Invitation for Bids or as modified by subsequent Addenda, and their contents publicly announced. The Purchasing Agent shall decide when the specified time for bid opening has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified. The provisions of §2.2-4342 of the Code of Virginia shall be applicable to the inspections of bids received.
- B. Basis for Contract Award: The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder, if any, provided his bid is reasonable and it is in the best interest of the Owner to accept it and subject to the Owner's right to reject any and all bids and to waive informality in the bids and in the bidding. The Bid Form may contain a multi-part Bid Items and may contain Additive Bid Items. Determination of the lowest responsible bidder, if any, will be based on the Total Evaluated Bid amount entered on the Bid Form. Where the sum of the values entered in the multiple parts do not agree with the Total Evaluated Bid amount, the Total Evaluated Bid amount entered on the Bid Form, including any properly submitted bid modifications, shall take precedence. In the event that the Total Evaluated Bid from the lowest responsible bidder exceeds available funds, the Owner may negotiate the Total Evaluated Bid amount with the apparent low bidder to obtain a contract price within available funds, pursuant to §2.2-4318 of the Code of Virginia and Section 12(c) herein.
- C. Notice of Intent to Award or Notice of Award: The Notice of Award or the Notice of Intent to Award will be posted on the Albemarle County Purchasing Office web site with the Invitation for Bid procurement documents ([www.albemarle.org/procurement](http://www.albemarle.org/procurement)). Any bidder or offeror who desires to protest the award or decision to award a contract shall submit the protest in writing to the Albemarle County Purchasing Agent no later than ten days after the posting of the Notice of Award or Notice of Intent to Award, whichever comes first (§ 2.2-4360).
- D. THE CONTRACT: The successful Offeror(s) shall be awarded a contract in such form, terms and conditions as found at Attachment G hereto. **A School Board contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County School Board Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. The County School Board reserves the right to make multiple awards to multiple contractors, including awards at line-item pricing levels, as determined to be to the best advantage to the County School Board.

VIII. PRE-BID CONFERENCE: No pre-bid conference is scheduled for this solicitation.

IX. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the County of Albemarle will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.
- B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given via a posting of written notice on the Purchasing webpage at [www.albemarle.org/purchasing](http://www.albemarle.org/purchasing).
- C. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.
- D. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using the dispute resolution process contained within the Albemarle County Purchasing Manual, Chapter 26-3. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- E. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
- F. AUTHORITY TO TRANSACT BUSINESS: Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current through the life of the awarded contract.
- G. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- H. CANCELLATION OF CONTRACT: The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- I. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
- A. The parties may agree in writing 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. No fixed price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance approval of the County Administrator or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
- B. The County 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 County 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 County's right to audit the contractor's records and/or to 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 County with all vouchers and records of expenses incurred and savings realized. The County 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 County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.
- J. CLARIFICATION OF TERMS: The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the offer documents and/or specifications shall be directed to the Purchasing Division and any material change will be submitted to all Offerors through issuance of an addendum. **Any questions related to this solicitation MUST be submitted to the contact named on the first page of this solicitation no fewer than seven (7) workdays prior to the bid opening or proposal closing date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective Offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this solicitation is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

- K. COLLUSIVE OFFERS: The offer of any Offeror or Offerors who engage in collusive practices shall be rejected. Any Offeror who submits more than one offer in such manner as to make it appear that the offers submitted are not on a competitive basis from different parties shall be considered a collusive Offeror. The County may reject the offer of any collusive Offeror upon bid opening or proposal closing. However, nothing in this section shall prevent an Offeror from superseding an offer by a subsequent offer delivered prior to bid opening or proposal closing which expressly revokes the previous offer.
- L. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that, in the event that any awarded contract involves information and data obtained as to personal facts and circumstances related to patients, students or clients, such information and data will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- M. CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's offer. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this solicitation, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.
- N. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.
- O. CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County's Purchasing Office. Contractual disputes shall also be subject to the provisions of Virginia Code § 2.2-4363(D) and (E) (exhaustion of administrative remedies) and § 2.2-4364 (legal actions).
- P. DEBARMENT STATUS: By submitting their offers, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- Q. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- R. DRUG-FREE WORKPLACE: Pursuant to Virginia Code § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to 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; and (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 paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees 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.

- S. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- T. ETHICS IN PUBLIC CONTRACTING: Pursuant to Virginia Code § 2.2-4367: By submitting a bid, the bidder certifies that their bid is made without collusion of fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.
- U. FORM W-9 REQUIRED: Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- V. HEADINGS: Section, article and paragraph headings contained within this solicitation have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this solicitation.
- W. IDLING REDUCTION REQUIREMENT: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at [www.charlottesville.org/purchasing](http://www.charlottesville.org/purchasing) under the Vendor Registration link.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Y. INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Albemarle is closed for business at the time scheduled for bid opening or proposal closing, for whatever reason, sealed offers will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- Z. INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorney fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

Pursuant to Virginia law, the County of Albemarle, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

- AA. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the types of coverages and minimum limits specified in the attached document, INSURANCE REQUIREMENTS, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable.
- BB. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- CC. NON-DISCRIMINATION: By submitting their bids or proposals, offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and Virginia Code § 2.2-4311. 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 recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of 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. (Virginia Code § 2.2-4343.1(E)).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
    - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
    - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.
- DD. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- EE. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Albemarle does not discriminate against faith-based organizations.
- FF. OFFER ACCEPTANCE: Bids or Proposals (Offers) must be submitted by the date and time stated in this solicitation. Offers will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of Offer.
- GG. ONLINE VENDOR REGISTRATION REQUIRED: In the event of contract award, vendor is required to register using the County's online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website at [www.albemarle.org/procurement](http://www.albemarle.org/procurement) or you can go directly to the site at <https://procurement.albemarle.org/bsol/>.
- HH. OSHA STANDARDS: All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- II. OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

JJ. PAYMENT:

a. To Prime Contractor:

1. The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the required payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
2. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.
3. 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 County contract number and/or purchase order number.
4. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which County department is being billed.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve any County department of its prompt payment obligations with respect to those charges which are not in dispute (Virginia Code § 2.2-4363).

b. To Subcontractors:

1. A contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
2. 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 County, 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 be construed to be an obligation of the County.
3. A contractor awarded a construction contract under § 2.2-4301 is hereby obligated:
  - a. Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(1).
  - b. Contractor shall pay all subcontractors in the manner provided in Virginia Code Section 2.2-4354(2-5).

KK. PERMITS AND FEES: All offers submitted shall have included in price, the cost of any business or professional

licenses, permits or fees required by the County of Albemarle or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.

- LL. PRECEDENCE OF TERMS: The following General Terms and Conditions: applicable laws and courts, anti-discrimination, ethics in public contracting, immigration reform and control act of 1986, debarment status, antitrust, mandatory use of county form and terms and conditions, clarification of terms, payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Specific Terms and Conditions in this solicitation, the Specific Terms and Conditions shall apply.
- MM. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with Virginia Code § 2.2-4342, all proceedings, records, contracts and other public records relating to the County's 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 (Virginia Code § 2.2-3700 et seq.). Any offeror, upon request, shall be afforded the opportunity to inspect bid or proposal records within a reasonable time after the opening of all bids but prior to award, except in the event the County decides not to accept any of the offers and to reopen the solicitation. Otherwise, bid or proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by a offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code § 2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire bid or proposal submission or volume as being "confidential" shall not be sufficient to invoke the protections referenced above.
- NN. QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any offer if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- OO. RIGHT TO ACCEPT OR REJECT OFFERS: The County reserves the right to accept or reject any or all offers in whole or in part and to waive any informality in the offer. Informality shall be defined as a minor defect or variation from the exact requirements which does not affect the price, quality, quantity or delivery schedule.
- PP. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of the County of Albemarle to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service-disabled veterans and to encourage their participation in the County's procurement activities. Toward that end the County of Albemarle encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract. Upon request, a list of certified businesses under this requirement shall be made available.
- QQ. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Virginia Code § 2.2-4311.2(B), an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.
- RR. TAXES: Include only taxes applicable to the project in this bid or proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax-exempt status will be furnished by the County of Albemarle upon request.
- SS. TESTING AND INSPECTION: The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- TT. TRANSPORTATION AND PACKAGING: All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their offers, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- UU. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County 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 nonresponsive. Unless the offeror clearly indicates in its bid or proposal that the product offered is an equal product, such offer will be considered to offer the brand name product referenced in the solicitation.
- VV. VIRGINIA GOVERNMENTAL FRAUDS ACT: Each offeror is and shall be subject to the provisions of the Virginia Governmental Frauds Act, Virginia Code, Title 18.2, Chapter 12, Article 1.1. In compliance with this law, each offeror is required to submit a certification that its offer, or any claim resulting there from, is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Act. Any offeror who knowingly makes a false statement on the Certificate of No Collusion shall be guilty of a felony, as provided in Virginia Code § 18.2-498.5. As part of this offer a notarized Certificate of No Collusion must be submitted with the offer. Certificate attached.
- WW. The terms and conditions set forth above within this solicitation shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

X. SPECIFIC TERMS AND CONDITIONS:

- A. ADDITIONAL SITES: The County of Albemarle reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted, and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.
- B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.
- C. AWARD OF CONTRACT: Awards shall be based on determination of the lowest responsive and responsible bidder. No contract may be awarded to a bidder who is determined by the Purchasing Agent to be non-responsive.
- D. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, 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 best interest.
- E. BID TABULATIONS: Tabulations of bids are a matter of public record and are available upon request.
- F. BID ACCEPTANCE PERIOD: Each bid submitted must be and remain valid for a period of sixty (60) days from bid opening, or as otherwise indicated herein. Erroneous bids may be reclaimed or superseded any time prior to bid opening time; Modification of or corrections to bids are not acceptable after bids have opened. Any new bid must be marked with the additional notation "Supersedes all previous submissions." No bidder may withdraw his bid from consideration after bid opening due to a mistake, except as permitted by *Virginia Code* § 2.2-4330.
- G. BID EVALUATION AND AWARD PROCEDURE: Award will be made to the lowest responsive/responsible bidder based on the TOTAL EVALUATED PRICE listed in Section XII. PRICING SCHEDULE.
- H. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms

provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle.

- I. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- J. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- K. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- L. DELIVERY NOTIFICATION: The Agency shall be notified \_\_\_\_ hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to:  

Christina Pitsenberger_____	434-975-9340 X16010-_____
Name	Phone
- M. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.
- N. INSPECTION OF JOB SITE: The vendor is responsible for thorough examination of the documents and the project site prior to offering. Contractors will not be allowed extra compensation for conditions which could have been determined by examination of the documents and/or the site prior to submission of offers.
- O. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS FOR IFBs: Failure to submit a bid on the official County form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- P. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the County reserves the right granted by *Virginia Code* § 2.2-4318 to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible bidder.

- Q. NEW EQUIPMENT: Unless otherwise noted any equipment offers shall be new, unused, of current production and standard to the manufacturer. Where any part or nominal appurtenances of equipment are not described it shall be understood that all equipment and appurtenances standard to or recommended by the manufacturer for complete and safe use shall be included as part of this offer.
- R. ORDERING OPTION: The County of Albemarle, may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.
- S. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- T. RENEWAL OF CONTRACT: Contract shall be for one-year beginning date of award with the option to renew under the terms of the original agreement for up to Four (4) additional one year terms if agreed upon in writing by both parties. Prior to the expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, **Other Services**, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.
- U. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Albemarle County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the County of Albemarle and to the Albemarle County School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to *Virginia Code* § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the County of Albemarle and the Albemarle County School Board of any event that renders this certification untrue.

- V. MSDS: A Safety Data Sheet is required for all chemicals proposed to be furnished as a result of this bid. The SDS must; list all ingredients which constitute more than 1% of the product (.1% for known or suspected carcinogens); identify the product by common or chemical name; provide physical and chemical characteristics of any hazardous components; list any known acute or chronic health effects; specify exposure limits, precautionary measures, and emergency and first aid procedures.

XI. METHOD OF PAYMENT:

- A. Invoices, for items delivered and accepted, shall be submitted in duplicate by the Contractor and signed by the school food service manager or designee. All invoices must list each item with a unit and extended price. All invoices shall have list items with subcategories and subtotals by food, nonfood supplies and chemicals. Localities are exempt from Federal Excise and State Sales Tax.
- B. Statements must be sent electronically to the Child Nutrition Office and must list invoices by school. Statements must be provided weekly.
- C. If the supplier fails to prepare invoices and statements as requested, or if invoices are repeatedly calculated incorrectly, we reserve the right to return all such invoices and statements to the supplier for correction. Payments shall be withheld until corrections are received.

XII. PRICING SCHEDULE: Award will be made to the lowest responsive/responsible bidder based on the TOTAL EVALUATED PRICE on the PRICING SCHEDULE, see Attachment A.

XIII. ATTACHMENTS:

<b>ATTACHMENT I.D.</b>	<b>ATTACHMENT NAME</b>
ATTACHMENT A	Pricing Schedule
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Certification of Crimes Against Children and Acts of Moral Turpitude
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Certification and Suspension Form
ATTACHMENT H	Certification Regarding Lobbying Form
ATTACHMENT I	Bid Receipt and Bid Reading Page
ATTACHMENT J	BID FORM
ATTACHMENT K	Delivery Locations- School Addresses

**ATTACHMENT B**

**OFFEROR DATA SHEET**

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT C**

**STATE CORPORATION COMMISSION & REGISTERED AGENT FORM**

**Virginia State Corporation Commission (SCC) registration information.**

**Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.**

**The bidder:**

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ <b>-OR-</b>
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust <b>-OR-</b>
<input type="checkbox"/>	is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: <ol style="list-style-type: none"> <li>1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding;</li> <li>2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs;</li> <li>3. <input type="checkbox"/> Maintaining accounts in financial institutions;</li> <li>4. <input type="checkbox"/> Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities;</li> <li>5. <input type="checkbox"/> Selling through independent contractors;</li> <li>6. <input type="checkbox"/> Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts;</li> <li>7. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property;</li> <li>8. <input type="checkbox"/> Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired;</li> <li>9. <input type="checkbox"/> Owning, protecting, and maintaining property;</li> <li>10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions;</li> <li>11. <input type="checkbox"/> For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or</li> <li>12. <input type="checkbox"/> Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or</li> <li>13. <input type="checkbox"/> Transacting business in interstate commerce.</li> </ol>
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid <b><u>an opinion of legal counsel</u></b> which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. <b>Attach opinion of legal counsel to this form.</b>

**Registered Agent Information**

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: \_\_\_\_\_

Physical Address (no Post Office Boxes):

\_\_\_\_\_  
\_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and offer to which this Certification of No Collusion is attached that:

This offer is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this offer the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (§§ 18.2-498.1 *et seq.*)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

### CODE OF VIRGINIA

§ 18.2-498.4. Duty to provide certified statement.

A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

**ATTACHMENT E**

**CERTIFICATION OF CRIMES AGAINST CHILDREN  
AND ACTS OF MORAL TURPITUDE**

Contractor acknowledges that the implementation of this contract requires Contractor, Contractor's employees and/or subcontractors to have direct contact with Albemarle County Public Schools' students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor's knowledge, its employees and/or subcontractors have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor further certifies and shall indicate below whether Contractor and, to the best of Contractor's knowledge, its employees and/or its subcontractors, who will have direct contact with Albemarle County Public School students, have been convicted of a crime of moral turpitude. Crimes of "moral turpitude" are those crimes involving lying, cheating or stealing.

For the purposes of this certification, "direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1(C), making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Albemarle County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

.....  
Have you or, to the best of your knowledge, any of your employees and/or subcontractors who will have direct contact with students been convicted of a crime of moral turpitude?

- NO
- YES (please explain)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## INSURANCE REQUIREMENTS

- A. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:
- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the School Board of Albemarle County and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
  - b. Employer's Liability - \$1,000,000 each accident/\$1,000,000 each disease-policy limit/\$1,000,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.
  - c. Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate limit, and a per project aggregate limit of \$2,000,000. CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The School Board of Albemarle County and its officers, employees' agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non- contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of The School Board of Albemarle County, Virginia is required on the commercial general liability policy.
  - d. Automobile Liability - \$1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the School Board of Albemarle County and its officers, employees, agents and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the School Board of Albemarle County and its officers, employees, agents and volunteers is also required on the commercial auto policy.
  - e. Umbrella Liability Coverage- minimum coverage of \$1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer's liability policies. The School Board of Albemarle County and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the School Board of Albemarle County and its officers, employees, agents and volunteers is also required on the umbrella policy.
  - f. Environmental Coverage - \$1,000,000.

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the School Board;
2. shall be kept in force throughout performance of services;

3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the School Board as an additional insured. The School Board shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

**Proof of Insurance:** Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the School Board certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the School Board; and (iii) the Offeror shall deliver to the School Board endorsements to the policies which require the School Board and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the School Board, and (iv) upon the request of the School Board, provide any other documentation satisfactory to the School Board in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The School Board shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

**Effect of Insurance:** Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the School Board for any liability to the School Board, as specified in any other provision of this contract, and the School Board shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

**Waiver of Subrogation:** The Offeror agrees to release and discharge the School Board of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

**Sovereign Immunity:** Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the School Board's sovereign immunity under law.

**Right to Revise or Reject:** The School Board reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the School Board reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

**Umbrella or Excess Liability Coverage** shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer's liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the School Board and its officials, officers, and employees and agents as "additional insureds" by **endorsement** to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the School Board of Albemarle County as an additional insured. The School Board of Albemarle County shall be entitled to protection up to the full limits of the Offeror's policy regardless of the minimum requirements specified in this contract.

**Professional Liability Insurance (When Required):** At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$1,000,000 per claim/\$2,000,000 aggregate ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the School Board. Upon execution of this Agreement, Offeror shall provide the School Board with a certificate of insurance, or other written documentation satisfactory to the School Board in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the School Board. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the School Board to terminate this Agreement without notice to Offeror and without penalty to the School Board.

**Certification of Debarment and Suspension Form**  
**(vendor name)**\_\_\_\_\_

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Before completing certification, read instructions below.**

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or 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 (federal, state, or 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 had one or more public transactions (federal, 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 primary participant shall attach an explanation to this proposal.

Business Name: \_\_\_\_\_

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

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

## BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

To be submitted with each bid or offer exceeding \$100,000

The undersigned,(company name) \_\_\_\_\_, certifies to the best of his or her knowledge, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, (company name) \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Name of Contractor's Authorized Official: \_\_\_\_\_

Name of Contractor's Title: \_\_\_\_\_

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

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

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

- 1) Type of Federal Action:
  - a.  Contract
  - b.  Grant
  - c.  Cooperative agreement
  - d.  Loan
  - e.  Loan guarantee
  - f.  Loan insurance
- 2) Status of Federal Action:
  - a.  Bid/offer/application
  - b.  Initial award
  - c.  Post-award
- 3) Report Type:
  - a.  Initial
  - b.  Material change
    - i. Year: Click or tap to enter a year
    - ii. Quarter: Click or tap to enter a quarter
    - iii. Date of last report: Click or tap to enter a date
- 4) Name and address of reporting entity: Click or tap to enter name and address
  - a.  Prime
    - i. Congressional District, if known: Click or tap to enter congressional district
  - b.  Subawardee
    - i. Tier: Click or tap to enter a tier
    - ii. Congressional District, if known: Click or tap to enter congressional district
- 5) If Reporting Entity in number 4 is a sub-awardee, enter Name and Address of Prime sub-awardee: Click or tap to enter name and address
  - a. Congressional District, if known: Click or tap to enter congressional district
- 6) Federal Department/Agency: Click or tap to enter department or agency
- 7) Federal Program Name/Description: Click or tap to enter name and description
  - a. CFDA Number, if applicable: Click or tap to enter number
- 8) Federal Action Number, if known: Click or tap to enter action number
- 9) Award Amount, if known: Click or tap to enter amount
- 10) Lobby Entity
  - a. Name and Address of Lobby Entity (If individual, write last name, first name, middle initial): Click or tap to enter name and address

Attachment H

- b. Name of Individuals Performing Services (If individual, write last name, first name, middle initial. Include address if different from 10a.): Click or tap to enter name and address

11) Amount of payable (check all that apply):

- a.  Cash
- b.  In-kind; specify:
  - i. Nature: Click or tap to enter nature
  - ii. Value: Click or tap to enter value

12) Type of payment (check all that apply):

- a.  Retainer
- b.  One-time fee
- c.  Commission
- d.  Contingent fee
- e.  Deferred
- f.  Other; specify: Click or tap to enter type of payment

13) Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11. Attach Continuation Sheet(s) if necessary. Click or tap to enter description

14) Are continuation sheets attached?  Yes  No

15) Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Print name: Click or tap to enter name

Title: Click or tap to enter title

Telephone number: Click or tap to enter number

Date: Click or tap to enter date

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

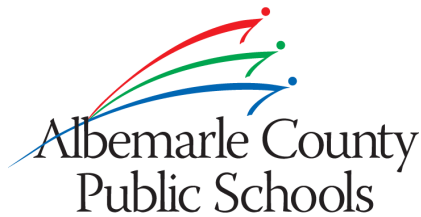
- 1) Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
- 2) Identify the status of the covered federal action.
- 3) Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
- 4) Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5) If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
- 6) Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7) Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
- 8) Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the

## Attachment H

application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

- 9) For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
- 10) A) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.  
B) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
- 11) Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12) Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13) Check the appropriate box. Check all boxes that apply. If other, specify nature.
- 14) Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
- 15) Check whether or not a continuation sheet(s) is attached.
- 16) The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions



**Bid Receipt and Bid Reading Procedures**  
**April 24, 2025**  
**2025-IFB-1005222 – Milk Delivery to**  
**Albemarle County Public Schools**

The following Albemarle County Purchasing Procedures shall be in effect:

1. Paper bids shall be prepared as usual and shall be delivered to the County Office Building at 401 McIntire Road, Charlottesville, VA 22902. Bids will be received in a secure manner and will be stored in such manner as to keep them in a secure status.
2. A secure lock box will be available, at the exterior of the County Office Building, at the front Visitors Entrance, and will be labeled **Vendor/Contractor Bids or Proposals Only**. Bids shall be placed in this box, prior to the established due date and time for each solicitation. It is the Offeror's responsibility to ensure that bids are received prior to the established bid due date and time.
3. Bids will be received in the lockbox until **2:00 pm ET on Thursday, May 22<sup>nd</sup> 2025**. Any further bids received will be ruled as late bids and will be retained un-opened. Late bids will not be considered. If you have any difficulty utilizing the lockbox please call the Purchasing Office, at 434- 296-5854.
4. Bid readings will be held at 2:30 pm on **Thursday, May 22<sup>nd</sup> 2025**. At the appointed time as noted below, the bids will be virtually opened and read aloud by Purchasing personnel. Public attendance at the Bid Reading will be by virtual attendance through MS Teams Meeting.
5. The bids shall be examined for conformance of all requirements of the solicitation including a signature, acknowledgement of addenda, and presence of a bid bond, when required. At the conclusion of the reading of the bids, Purchasing staff will complete the due diligence to examine bids for determination of complete responsiveness and vendor responsibility and additional information, including the bid tabulation, will be provided as it becomes available.
6. On **Thursday, May 22<sup>nd</sup> 2025 at 2:30 pm ET**, the Virtual Bid Reading may be attended through the following MS Teams Meeting link:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 295 000 714 051 8

Passcode: Nc6fm3wA

ATTACHMENT J

BID FORM

Albemarle County Public Schools  
County of Albemarle, Virginia, and/or  
The School Board of Albemarle County, Virginia  
Office of Procurement – Room 248  
Albemarle County Office Building  
401 McIntire Road

Charlottesville, VA 22902

I/We hereby propose to furnish all tools, labor and equipment necessary to provide inside delivery of Milk Items, in accordance with the enclosed general terms, conditions and specifications contained in IFB #2025-1005222. Discrepancies in the multiplication of units of work and the unit prices will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. My/Our prices are as follows:

- Prices quoted shall be FOB destination. Freight charges and any other associated cost shall be included in the bid price.
- Quantities listed are an estimate only; actual usage could be more or less during the contract period.
- **Bidders must bid on all line items to be considered for award.** Unit price must be indicated for each line item on the pricing schedule. IF THE ITEM HAS BEEN DISCONTINUED BY THE MANUFACTURE, DOCUMENTATION SHALL BE PROVIDED WITH THE BID SUBMISSION. The discontinued item will be removed from evaluation for all bids submitted.
- If offering any item at no charge, indicate \$0 on the pricing schedule for that line item.
- Submission Requirements:  
All offerors must complete and return all required attachments as part of their response. Incomplete submissions may be deemed non-responsive.

Complete the attached pricing schedule (Excel Document Attachment A)

The Pricing Schedule must be completed and submitted in Excel format as provided. Offerors may not alter the structure of the pricing sheet except to insert their pricing and requested information. Failure to submit pricing in the required Excel format may result in rejection of the proposal or bid.

ATTACHMENT J

BID FORM

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

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

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

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

LEGAL NAME OF BIDDER (DO NOT USE TRADENAME):

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME OF PERSON SIGNING (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

## **Albemarle County Public Schools Food Service Delivery Locations:**

Agnor-Hurt Elementary- 3201 Berkmar Drive, Charlottesville, Va  
Baker-Butler Elementary- 2740 Proffit Road, Charlottesville, Va 22911  
Broadus Wood Elementary – 185 Buck Mtn. Road, Earlysville, Va  
Brownsville Elementary – 5870 Rockfish Gap Turnpike, Crozet(adjacent to Henley), Va  
Mountain View Elementary – 1757 Avon St Extd., Charlottesville, Va  
Crozet Elementary- 1425 Crozet Ave., Crozet, Va  
Greer Elementary – 2055 Lambs Road, Charlottesville(adjacent to Albemarle High), Va  
Hollymead Elementary – 2775 Powell Creek Drive, Charlottesville, Va  
Ivy Elementary – 1610 Owensville Rd., Charlottesville (Ivy area), Va  
Murray Elementary – 3251 Morgantown Road, Charlottesville (Ivy area), Va  
Red Hill Elementary- 3901 Red Hill School Road, North Garden, Va 22959  
Scottsville Elementary –7868 Scottsville Road, Scottsville, Va  
Stone Robinson Elementary – 958 North Milton Road, Charlottesville(250 east), Va  
Stony Point Elementary- 3893 Stony Point Road, Charlottesville, Va  
WoodBrook Elementary- 100 Woodbrook Drive, Charlottesville, Va  
Burley Middle- 901 Rose Hill Dr.,Charlottesville, Va  
Henley Middle- 5880 Rockfish Gap Tpk., Crozet(Rt.250 west), Va  
Journey Middle –2065 Lams Road, Charlottesville(adjacent to Albemarle High), Va  
Lakeside Middle – 2801 Powell Creek Dr., Charlottesville(adjacent to Hollymead), Va  
Walton Middle- 4218 Red Hill Road, Charlottesville(Rt. 20 south), Va  
Albemarle High-2775 Hydraulic Road, Charlottesville, Va  
Western Albemarle High – 5941 Rockfish Gap Tpk.,Crozet(Rt. 250 west), Va  
Monticello High – 1400 Independence Way, Charlottesville, Va.