



INVITATION FOR BIDS

Newport News Public Schools
ISSUING OFFICE:

DATE: June 18, 2024

PURCHASING DEPARTMENT
12465 WARWICK BOULEVARD
NEWPORT NEWS, VA 23606-3041
TELEPHONE: (757) 591-4525
FAX: (757) 591-4634

Attention of Bidder is Directed To Section
2.2-4367 to 2.2-4377 Code of Virginia
(Ethics In Public Contracting)

BID ITEM NO. IFB # 021-0-2024YS
PROCUREMENT OFFICER Yvonne Spence, VCA
OPENING DATE July 18, 2024
OPENING TIME 2:00 P.M. EST
PRE-BID CONFERENCE NON-MANDATORY DATE: June 26, 2024 TIME: 2:00 PM EST

SEALED BIDS will be received in the issuing office above until Opening Date and Opening Time as specified in this solicitation to include any addendums issued by this office. Newport News Public Schools is not responsible for late delivery by U. S. Postal mail or other couriers.

All inquiries for information regarding this Invitation for Bid should be directed to Yvonne Spence at yvonne.spence@nn.k12.va.us

COMMODITY: Food Products and Delivery NIGP CODE: 96240, 39369, 39374
39300, 01900, 39372, 39385

PLEASE FILL IN BIDDER'S NAME & ADDRESS IN THE SPACES PROVIDED BELOW:

THIS IS NOT AN ORDER

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART AND TO WAIVE ANY INFORMALITIES IN THE BID PROCESS AND RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE SPECIFICATIONS IN THIS BID ARE INTENDED AS A QUALITY INDICATOR AND GUIDE FOR BIDDING AND UNLESS OTHERWISE STATED, NNPS WILL CONSIDER ALTERNATE BIDS OF EQUAL OR BETTER QUALITY, WHICH WILL BE ACCOMPANIED BY DESCRIPTIVE LITERATURE. THE ENTIRE CONTENTS OF THIS INVITATION FOR BID, ANY ADDENDA, AND BIDDER'S RESPONSE SHALL BE INCORPORATED INTO ANY RESULTING CONTRACT. NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

Food Products & Delivery	BID TOTAL:	\$ _____ USD
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ACKNOWLEDGE RECEIPT OF ADDENDUM: #1____ #2____ #3____ #4____ (Please Initial)
IN COMPLIANCE WITH THIS BID, AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO EXECUTE ANY CONTRACT AS A RESULT OF THIS BID. THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS/SERVICES AT THE PRICE(S) INDICATED ON THE PRICING SCHEDULE. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE BIDDER/COMPANY. FAILURE TO MAKE THIS COMMITMENT MAY RESULT IN BID REJECTION.

DELIVERY: State your earliest firm delivery or performance date: _____20____. This date may be a factor in making the award.

PAYMENT TERMS: _____ DELIVERY TIME: _____

SHIPPING TERMS: ALL PRICES QUOTED F.O.B. NEWPORT NEWS, VIRGINIA
SHIPPING CHARGES SHALL BE PREPAID AND ALLOWED WITH _____ DELIVERY.

Authorized Agent

_____ _____ _____
Signature Type or Print Name Email Address

Company FEI/FIN#

_____ _____ _____
Phone Number FAX Number

SPECIFIC LEGAL REQUIREMENTS

ANTI-COLLUSION:

In the preparation and submission of this bid/proposal, said bidder/offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in violation of the Sherman Act (15 U.S.C. Section 1), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. The undersigned bidder/offeror hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, NNPS has an interest in, or is concerned with, this bid/proposal; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this bid/proposal.

DRUG-FREE WORKPLACE:

During the performance of this contract, the successful bidder/offeror agrees to (i) provide a drug-free workplace for the successful bidder's/offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the successful bidder's/offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the successful bidder/offeror that the successful bidder/offeror 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 successful bidder/offeror or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance or work done in connection with a specific contract awarded to a successful bidder/offeror in accordance with federal law, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL BIDDER/OFFEROR SHALL BE PROHIBITED:

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

COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:

1. 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 to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 will include in its bid or proposal the identification number issued to it by the State Corporation Commission in the space provided below. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement why the bidder/offeror is not required to be so authorized. Bidder/offeror is to include the VA Code reference authorizing the exemption in said statement.
3. Any bidder/offeror described in the foregoing Subsection 2. that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Superintendent or designee.
4. Any business entity described in the foregoing Subsection 1. that enters into a contract with NNPS shall not allow its existence to lapse or its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

Name and Address of BIDDER/OFFEROR: Date: _____ Authorized Signature: _____
 Printed Name: _____ Title: _____
 Phone Number: _____ Fax Number: _____
 Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

State Corporation Commission Identification Number: _____

Is bidder/offeror a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American Native American Asian American Other; Please Explain:

Service Disabled Veteran? Yes No
Service Disabled Veteran Business? Yes No
Woman Owned? Yes No
Small Business? Yes No
Faith-Based Organization? Yes No

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Attachment A: Pricing Schedule

Attachment B: Certificate of Compliance

Attachment C: Byrd Anti-Lobbying Certificate

Attachment D: References

SCOPE OF WORK

A. GENERAL REQUIREMENTS

Newport News Public School's intent of this Invitation for Bid is to establish a contract with one or more qualified sources to provide Annual Food Products and Delivery for Newport News Public Schools.

PRICING

Pricing for the requested items under this contract must be provided to NNPS in the format of the table in Attachment A. Attachment A is provided for bidders to provide line item pricing for the requested items. Failure to submit Attachment A electronically in an excel format may result in the bidder being declared non-responsive. **The Bid Tabulation will be posted within two (2) NNPS business days online at the NNPS Purchasing and eVA websites.**

AWARD

Award will be based on lowest Total Extended Line Item Unit Price with the exception of line items 100 through 132 which shall be awarded on an all or none basis. In the event of discrepancies, unit price shall prevail.

B. SPECIFIC REQUIREMENTS

1. Contractor shall supply and deliver the items listed in Attachment A on a regularly scheduled basis. Contractor's delivery schedule shall be coordinated with NNPS and approved by the Contract Administrator.
2. All food items shall be fresh, new, and unused products.
3. Expiration dates on food products, when delivered, shall not be less than the time period recommended by the Food and Drug Administration at the time of sale.
4. On Attachment A, items that state, "List approved brand" means only those brands listed shall be accepted.
5. Approved brands shall be reviewed for approval upon Contractor's request. If an approved brand is packed under a private label, Contractor shall so state by the product name on the label. However, upon request, samples shall be provided and Contractor shall be required to have Broker and / or Packer submit a letter certifying that "product is exactly the same". Product certification letters shall be received prior to delivery of product or product shall be refused at no additional cost to NNPS.
6. Prices shall be submitted on **Attachment A**. All prices submitted shall be firm fixed for the entire contract period and shall include any delivery charges. Any requests for price adjustments during a contract may not exceed the previous twelve-month rate of increase determined by the Consumer Price Index for U.S. Food and Beverages for All Urban Consumers.
7. Unless otherwise identified, the items in Attachment "A" shall be delivered to the NNPS Child Nutrition Cold Storage Warehouse located at 12555 Patrick Henry Dr, Newport News, VA 23602. Contractor shall call (757) 881-5030, extension 16114 prior to any deliveries being made.
8. All quantities listed in **Attachment A** are estimates only and may be realized, not fully realized, or exceeded.
9. NNPS' Child Nutrition Warehouse hours are Monday through Friday, from 7:00 A.M. to 1:00 P.M., except NNPS holidays. A school calendar will be provided to the Contractor after contract award.
10. Billing will be the last business day of each month. Contractor shall submit its invoice(s) by the 5th business day of the following month. Invoices should be accessible online via a secure website for review by NNPS' Child Nutrition Department, 12555 Patrick Henry Dr, Newport News, VA 23602.

C. PACKAGING/SHIPPING REQUIREMENTS

Contractor shall be responsible for the safe, durable, and acceptable industry standard packaging for perishable and nonperishable food products. All damaged, incorrect brands and dented or rusted cans shall be exchanged and / or picked up from NNPS and replaced within ten (10) days of notice to Contractor. Contractor shall provide inside delivery of food products to designated NNPS locations.

D. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the Scope of Work and Packing/Shipping Requirements specified above. Contractor shall not be paid for items not accepted by NNPS.

SPECIAL INSTRUCTIONS TO THE BIDDER:

A. Definitions:

Issuing Office:

Wherever used in this Invitation for Bid, Issuing Office will be:

Yvonne Spence, VCA, Procurement Specialist
Newport News Public Schools Purchasing Department
12465 Warwick Boulevard
Newport News, VA 23606-3041
Phone: (757) 591-7493 x10755
Fax: (757) 591-4593
Email: yvonne.spence@nn.k12.va.us

NNPS Contract Administrator:

Wherever used in this Invitation for Bid and for purposes of any notices under this contract, the NNPS Contract Administrator will be:

Cathy Alexander
Executive Director
Child Nutrition Services
12551 Patrick Henry Dr, Newport News, VA 23602
Phone: (757) 881-5030 x 16113
Fax: (757) 249-1349
Email: cathy.alexander@nn.k12.va.us

B. Contact with NNPS Staff, Representatives, and/or Agents:

Direct contact with NNPS staff, representatives, and/or agents other than Purchasing Department staff on the subject of this IFB or any subject related to this IFB is expressly prohibited except with the prior knowledge and permission of the Director of Procurement

C. Pre-Bid Conference: A Pre-Bid conference will be held via Zoom, on **June 26, 2024 at 2:00 p.m.** to answer any questions regarding this IFB. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Bid will be formally addressed by the Issuing Office via addenda. Attending this conference is not mandatory but is advisable.

Join Zoom Meeting

<https://nn-k12-va-us.zoom.us/j/83339490551?pwd=LvbQd77zGvYlb7zQxCIXrVZbYbHHR4.1>

Meeting ID: 833 3949 0551

Passcode: 110082

D. Bidders of Record:

Offerors receiving a copy of this IFB from a source other than the Issuing Office via www.eva.virginia.gov must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax numbers, and the IFB Item Number. Offeror will be added to the eVA Planholders' list and will receive notifications of any addenda to the IFB.

E. Questions:

Submit questions regarding the Invitation for Bid in writing to the Issuing Office at yvonne.spence@nn.k12.va.us **no later than 11:30 a.m., July 1, 2024** prior to the opening date of this IFB. Necessary replies will be issued to all Bidders of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the bid documents. Bidder is responsible for obtaining any addenda affecting this IFB prior to bid opening.

F. Changes or Modifications:

Changes or modifications to this Invitation for Bids made prior to the date and time of closing will be addressed by an addenda from the Issuing Office. Acknowledge receipt of addenda in the space provided on the cover page of this Invitation for Bid. Oral modifications shall not form a part of the Bid documents. This IFB and any addenda shall be incorporated, by reference, into any resulting contract.

G. Bid Submittal Requirements:

1. Each Bid submission shall be submitted to the Issuing Office and will include the following documents:

a. The cover page of this Invitation to Bid, which will contain:

- (1) Total Bid price;
 - (2) Original signature of an agent authorized to bind the company;
 - (3) Delivery time;
 - (4) Payment terms;
 - (5) Acknowledgment of any addenda on page one (1); and
- b. Pricing Schedule (**Attachment A**);
A completed copy of Bidder's bid submission including Schedule A to be completed electronically in Microsoft Excel Format shall be submitted on a new and unused CD or Flash Drive compatible with Microsoft Windows environment. The CD or Disk shall be identified with the companies name clearly stated. Submit Bids in a sealed envelope or package. Clearly label the shipping/mailing packaging as well as the outside of your sealed envelope or package with the Bid Item No., Closing Date and Time, and your firm's name and address. Bids received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted
- c. Completed and signed anti-collusion/nondiscrimination clauses on page 2 of this IFB;
 - d. Completed and signed, Certification of Debarment on page 15 of this IFB
 - e. Completed and signed Attachment B- Certification of Compliance with Code of Virginia
 - f. Completed and signed Attachment C- Byrd Anti-Lobbying Amendment Certification
 - g. Completed and signed Attachment D- References
2. Bidder shall submit one (1) hard copy of its Bid. At least one copy of the Bid shall contain the original signature of the contracting authority.
3. Bidders are encouraged to submit their bids on recycled paper and to use double-sided copying

H. Proprietary Information/Disclosure:

Bidder is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Bidder. Specifically, if Bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342.

Bidder shall:

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected,
- (iii) state the reasons why protection is needed.

Furthermore, the Bidder shall submit proprietary information under separate cover, and NNPS reserves the right to submit such information to the NNPS attorney for concurrence of the Bidder's claim that it is in fact proprietary. References may be made within the body of the bid to proprietary information; however, all information contained within the body of the bid not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes. Trade secrets or proprietary information submitted by a Bidder in conjunction with this IFB are not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA). However, Bidder must invoke the protection of the VFOIA prior to or upon submission of the data or other materials. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that Bidder's costs and/or bid pricing are to be protected is unacceptable. Bidder will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

I. Notice of Award:

Any contract resulting from this IFB will be publicly posted for inspection in the NNPS Procurement Department, 12465 Warwick Boulevard, Newport News, Virginia, 23606.

J. Award:

NNPS may elect to award a contract to more than one vendor.

The award of contracts shall be at the sole discretion of NNPS. Unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, NNPS may negotiate with the apparent low bidder to obtain a contract price within available funds. NNPS reserves the right to accept or reject any or all bids in whole or in part and to waive any informalities in the process. Further, NNPS reserves the right to enter into any contract deemed to be in NNPS' best interest.

Should NNPS, in its sole discretion, determine that it is in NNPS' best interest to award separate contracts for one or more of the goods/services requested herein, NNPS reserves the right to award a contract to more than one Bidder.

K. IFB Opening:

Bidder shall ensure their bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this Invitation for Bid. Bids received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned unopened to Bidder.

L. Withdrawal of Bids:

A bidder for a contract may request withdrawal of his or her bid under the following circumstances: A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the NNPS Procurement Director in writing.

Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the NNPS Procurement Director, in writing, accompanied by full documentation supporting the request. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. If bid bonds were tendered with the bid, NNPS reserves its right to exercise collection.

No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted."

M. Disposition of Bids:

All materials submitted in response to this IFB shall become the property of NNPS. One (1) copy of each bid will be retained for official files. Said copy will become public record after award of the contract and will be open to public inspection subject to the Proprietary Information/Disclosure section of this IFB.

N. Cost of Responding:

This solicitation does not commit NNPS to pay any costs incurred by the Bidder or any other party in the preparation and/or submission of bids or in making necessary studies or designs for the preparation thereof, nor is NNPS obligated to procure or contract for such services.

GENERAL TERMS AND CONDITIONS

A. Contract Document:

This document, its addenda, any additional information requested, and negotiated changes will constitute the final contract, hereafter referred to as "this contract". These documents will be incorporated by reference into the NNPS purchase order awarding this contract. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract. This contract shall be governed by the contract documents in the following order of precedence:

- 1) This document and any negotiated changes to the foregoing documents.

B. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the NNPS Procurement Director or his designee. NNPS' standard method to modify contracts is issuance of a change order (purchase order).

C. Bidder Obligation:

Bidder shall carefully examine the contents of this Invitation for Bid and any subsequent addenda. Failure to do so shall not relieve the Successful Bidder of its obligation to note any exceptions (see Exceptions/Alternatives section) and to fulfill the requirements of this contract

D. Conditions of Work:

Bidders shall inform themselves fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Bidder of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

E. Bid Binding for Ninety (90) Days:

Bidder agrees that this bid shall be binding and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing date of this Invitation for Bid

F. Prime Contractor:

If in its performance of this contract, Successful Bidder supplies goods or services by or through another party or subcontractor, Successful Bidder agrees that:

- 1) Successful Bidder shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
- 2) Successful Bidder represents and warrants that Successful Bidder has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.

The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work. Successful Bidder shall be solely responsible for all work performed and materials provided by subcontractors. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder under this contract.

G. Subcontractors:

Successful Bidder's use of subcontractors and the work they are to perform must receive written approval from the NNPS Contract Administrator at least ten (10) calendar days prior to the work being performed. Successful Bidder shall be solely responsible for all work performed and materials provided by subcontractors. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder.

H. Non-Assignment:

Successful Bidder shall not assign its rights and duties under this Agreement without the prior written consent of the NNPS Contract Administrator.

I. Antitrust:

Any perceived anti-trust violation shall be reported to the State Attorney General for possible enforcement of anti-trust laws.

J. Anti-collusion/Nondiscrimination Requirements Form:

The attached "Anti-collusion/Nondiscrimination Requirements" form, on page 2 of this IFB, shall be executed by Bidder and is to be submitted with Bidder's bid. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this IFB. A contract will not be awarded to a Bidder who has not signed the anti-collusion/nondiscrimination statement.

K. Compliance with Federal, State, and Local Laws and Federal Immigration Law:

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.

L. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth:

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 to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. NNPS may void any contract with the Contractor if the Contractor fails to remain in compliance with the provisions of this section.

M. Hold Harmless/Indemnification:

It is understood and agreed that Successful Bidder hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Bidder, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Bidder agrees to indemnify and hold harmless NNPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Bidder or those for whom Successful Bidder is legally liable. Upon written demand by NNPS, Successful Bidder shall assume and defend at Successful Bidder's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

N. Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

To NNPS: NNPS Cathy Alexander, Contract Administrator as designated in this IFB.

To Successful Bidder: Successful Bidder's Contract Administrator as defined in Successful Bidder's bid.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

O. Non-Responsive Performance:

Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.

Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS.

Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.

NNPS Purchase from Alternate Sources: NNPS reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections. The Successful Bidder shall reimburse NNPS promptly for excess costs incurred by NNPS for such purchases. Any such purchases will be deducted from the contract amount. In the event NNPS' cost of obtaining goods and/or service deliverables from other sources be less, Successful Bidder shall have no claim to the difference.

Liability: Successful Bidder shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Bidder's failure to perform in accordance with the contract. Successful Bidder's liability shall include, but not be limited to:

Damages and other delay costs, to include costs to procure goods/services from alternate suppliers.

Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Bidder and/or rejections of Successful Bidder's goods and/or service deliverables. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Bidder.

P. Termination Without Cause:

NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Bidder specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Bidder by IFB# 021-0-2024YS

certified mail/return receipt requested, addressed to the Successful Bidder's Contract Administrator. In the event of such termination, Successful Bidder shall be paid such amount as shall compensate Successful Bidder for the work satisfactorily completed, and accepted by NNPS, at the time of termination. In the event NNPS terminates this Contract, Successful Bidder shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

Q. Termination with Cause/Breach:

In the event that Successful Bidder shall for any reason or through any cause be in default of the terms of this Contract, NNPS may give Successful Bidder written notice of such default by certified mail/return receipt requested, addressed to the Successful Bidder's Contract Administrator. Unless otherwise provided, Successful Bidder shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Bidder to cure the default, NNPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Bidder shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to NNPS any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by NNPS and provisions herein with respect to opportunity to cure default shall not be applicable.

R. Breach of Contract:

Successful Bidder shall be deemed in breach of this contract if the Successful Bidder: Fails to comply with any terms of this contract; Fails to cure such noncompliance within ten (10) calendar days from the date of the NNPS written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator in the notice. Fails to submit a written response to the NNPS notification of noncompliance within ten (10) calendar days after the date of the NNPS notice. All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Bidder shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Bidder and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

S. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

T. Compliance with All Laws:

Successful Bidder shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Bidder represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Bidder is a corporation, Successful Bidder further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by Successful Bidder.

U. Venue:

Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by NNPS.

V. Severability:

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

W. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify the Successful Bidder of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to NNPS of any kind whatsoever.

X. Tax Exemption:

NNPS is exempt from federal excise tax and from all State and local taxes. Successful Bidder shall not include such taxes in any invoices under this agreement. Upon request, NNPS will furnish the Successful Bidder with tax exemption certificates or the NNPS tax exempt number.

Y. Vendor's Invoices:

Successful Bidder shall submit to NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed NNPS purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Bidder's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Bidder's invoices shall provide at a minimum:

Type and description of the Product or Service installed, delivered and accepted;

Serial numbers, if any;

Quantity delivered;

Charge for each item;

Extended total (unit costs x quantity);

This IFB number and the NNPS Purchase Order Number.

Z. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Procurement Director, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Procurement Director shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

AA. Warranty/Guarantee:

The Successful Bidder guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by NNPS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Bidder or Successful Bidder's workmen are responsible, to the building or equipment, to Successful Bidder's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). The Successful Bidder shall make any such replacement immediately upon receiving notice from NNPS.

BB. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Bidder's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of bids. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Bidder shall be Net 45 days.

Special Educational or Promotional Discounts:

The contractor shall extend any special educational or promotional sale prices or discounts immediately to Newport News Public Schools during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

CC. Prompt Payment

NNPS will promptly pay for completed, delivered goods or services accepted under this Contract by the payment date established. The required payment date will be either: (i) the date on which payment is due under the terms of this Contract for the provision of the goods or services; or (ii) if a date is not established by this Contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later.

Within twenty (20) days after the receipt of the invoice or goods or services, NNPS shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should NNPS fail to pay the Contractor by the pay date, finance charges may be assessed by the Contractor. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month. This will not apply to late payment provisions in any public utility

tariffs or public utility negotiated Contracts. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

In cases where payment to Contractor is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this Contract.

Individual Contractors shall provide to NNPS their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

Within seven (7) days after Contractor receives payment from NNPS, Contractor shall take one or more of the following actions:

1. Pay all subcontractors for the proportionate share of the total payment received from NNPS attributable to the work performed by the subcontractors under this Contract;
2. Notify NNPS and all affected subcontractors, in writing, of Contractor's intention to withhold all or a part of each affected subcontractor's payment including the reason for nonpayment.
3. Pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after (7) seven days following receipt by the Contractor of payment from NNPS for work performed by the subcontractor under that Contract, except for amounts withheld, as allowed in #2 above.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of NNPS. A Contract modification will not be made for the purpose of providing reimbursement by NNPS for interest charges owed by Contractor. A cost reimbursement claim to NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

DD. Payment by Electronic Funds Transfer

(a) Method of payment.

(1) All payments by Newport News Public Schools (NNPS) under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event NNPS is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as "Accounting") no later than 15 days prior to submission of the first request for payment. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to Accounting.

(c) Mechanisms for EFT payment. NNPS may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association

(d) Suspension of payment.

(1) The NNPS is not required to make any payment under this contract until after receipt, by Accounting, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.

(2) If the EFT information changes after submission of correct EFT information, NNPS shall begin using the changed EFT information no later than 30 days after its receipt by Accounting to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by Accounting. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because NNPS used the Contractor's EFT information incorrectly,

NNPS remains responsible for—

- (i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of NNPS' release of the EFT payment transaction, and—

(i) If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to Accounting, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to NNPS, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. NNPS is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. Accounting shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. NNPS may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods Accounting is capable of executing. However, NNPS does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to NNPS. If NNPS makes payment by check in accordance with paragraph (a) of this clause, NNPS shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to Accounting. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:

Accounting Department

NNPS Administration Building

12465 Warwick Blvd.

Newport News, Virginia 23606

Tel: (757)591- 4513

Kimberly Powell, Accounting Supervisor

Kimberly.powell@nn.k12.va.us

EE. Audits:

NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Bidder, including, but not limited to those kept by Successful Bidder, its employees, agents, assigns, successors and subcontractors. Successful Bidder shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to NNPS, through its employees, agents, IFB# 021-0-2024YS

representatives, contractors or other designees, during normal business hours at Successful Bidder's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

FF. Non-Exclusivity:

NNPS reserves the right to procure goods or services covered under this contract from a third party when, in NNPS' sole discretion, it is deemed to be in NNPS' best interest.

SPECIAL TERMS AND CONDITIONS

A. Contract Term:

The initial contract will be for One (1) year, commencing on or about August 1, 2024 and expiring July 31, 2025.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for four (4) additional, one-year renewal terms, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this IFB.

C. Time is of the Essence

Time is of the essence in this Contract. Successful Bidder expressly acknowledges that in the performance of its obligations, NNPS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Bidder and may sustain substantial losses by reason of untimely performance.

D. Insurance:

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the contract and no later than ten (10) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

4. Insurance shall be maintained during the entire term of the contract and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Miscellaneous Errors and Omissions with Intellectual Property Rights Coverage, Including Copyright Infringement	\$1,000,000
Umbrella/Excess Liability	\$5,000,000

The establishment of minimum limits of insurance by Owner does not reduce or limit the liability or responsibilities of the Contractor.

E. Unauthorized Disclosure of Information:

The Successful Bidder shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful Bidder, its subcontractors, agents or employees under or in connection with this contract. The Successful Bidder shall save harmless and indemnify NNPS and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Bidder shall, upon written demand by

NNPS, assume and defend, at the Successful Bidder's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Bidder, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Bidder shall save harmless and indemnify NNPS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

F. Copyright/Patent Indemnity:

The Successful Bidder shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Successful Bidder shall indemnify NNPS and hold NNPS harmless from any cost, expense, damage or loss incurred in any manner by NNPS on account of any such alleged or actual infringement.

G. Title to Equipment:

Successful Bidder shall pass to NNPS clear and unrestricted title to all equipment purchased under this contract upon payment of the purchase price.

H. Escalation/De-escalation:

NNPS may consider price adjustments, after the initial contract term, based solely upon manufacturer price increases/decreases. Any requests for price adjustments during a contract may not exceed the previous twelve-month rate of increase determined by the Consumer Price Index for U.S. Food and Beverages for All Urban Consumers.

I. Certification Regarding Debarment

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

Name of Official

Title

Firm or Corporation

Date

J. BUY AMERICAN REQUIREMENT

Federal regulations located at 7CFR 210.21(d) require that Local Education Agencies (LEA) using Federal program funds procure to the "maximum extent practical" for all domestic commodities and products. Section 12(n) of the National School Lunch Act (NSLA) defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

Newport News Public Schools requires bidders to identify the percentage of US content in any final processed product and reserves the right to require evidence of compliance for all items contained in the bidder's response. Samples will be required for specific items to further verify evidence of compliance. To the maximum extent possible, prices submitted shall be for items in accordance with the Buy American requirement. Exceptions may exist when;

- 1) Product is not produced or manufactured in the US in sufficient, reasonable, and available quantities in a satisfactory quality, such as bananas and pineapple and;
- 2) Competitive bids reveal the cost of a domestic product is significantly higher than a non-domestic product. Such items must include the country of origin when bidding on a non-domestic product in the Vendor's Response/Bid Form section.

Exceptions to the Buy American are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the Director of Child Nutrition; a minimum of 14 days in advance of delivery. The request must include:

- 1) Alternative substitute(s) that are domestic and meet the required specifications; a. Price of the domestic food alternative and; b. Availability of the domestic alternative in relation to the quantity ordered.
- 2) Reason for exception: limited/lack of availability or price (include price): a. Price of the domestic food product and; b. Price of the non-domestic product that meets the required specification of the domestic product.

VIOLATIONS OF THE BUY AMERICAN REQUIREMENT: If a product is found to be in violation of this requirement, the bidder shall, at his expense, remove all products from the Child Nutrition Warehouse within two (2) business days after being notified of the violation. A substitute domestic product may be accepted, but no higher than the bid price of the non-domestic product found on bidder's original response. The vendor shall provide reasonable notice to NNPS and must be approved, in writing, by the Executive Director of School Nutrition Services, prior to deliver. NNPS may then issue approval of such product purchases on a case-by-case basis. Further, if the Vendor responds with a domestic product and later is determined by auditors that the actual product being delivered matching the product code is not domestic in nature, the vendor may be responsible for the reimbursement of any penalties levied against Newport News Public Schools where those penalties are the result of non-compliance to the Buy American provision.

L. BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The Byrd Amendment, 31 U.S.C. '1352, (the "Act" or "Byrd Amendment"), prohibits the use of appropriated funds by recipients of a "Federal contract" for purposes of influencing or attempting to influence federal officials in connection with a "Federal action," such as the awarding of a "Federal contract." The Act prohibits "contractors" from using appropriated funds for lobbying in connection with a contract, grant, loan or

cooperative agreement with a federal agency. Furthermore, the Act requires the "contractor" to disclose to the Federal agency involved its lobbying activities connected with such "contract," grant or loan when the "contract" amount exceeds \$100,000 regardless of whether the activities are funded with appropriated funds". Each bidder is required to complete, sign and return with their bid documents the Byrd Anti-Lobbying certification statement in Attachment C. Failure to complete the certification form will eliminate the bidder from consideration for award.

M. § 200.318 GENERAL PROCUREMENT STANDARDS

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in [§§ 200.317](#) through [200.327](#).

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Annual-Food Products
 Newport News Child Nutrition S
 IFB # 021-0-2024YS

SCHEDULE A - PRICING SCHEDULE

Please submit the attachment as both a hard copy and an electronic copy, in Excel Format, on a Windows Compatible CD or USB Storage Device.

Line Item #	Quantity	UoM	Item Description	Unit Price	Extended Price
1	250	case	BEEF WAFER STEAKS , 100% beef, pre-cooked, chopped in bulk, lbs/cs _____ Approved brands: Silver Springs Farm or JTM List Brand: _____	\$ _____ case	\$ _____
2	500	lb	BACON , sliced precooked or prefried, frozen hickory smoked flavor. Lbs./cs. _____ List brand _____	\$ _____ lb	\$ _____
3	500	cases	SAUSAGE PATTIES , precooked pork, CN label, Meets 1oz M/MA Approved brand: Don Lee Farms	\$ _____ case	\$ _____
4	2000	boxes	BEEF FRANKFURTERS , CN label Approved brands:Kunsler or equal List approved brand _____	\$ _____ box	\$ _____
5	6000	lb	TURKEY BREAST - DELI MEATS , fully cooked 2/8-9lbs per case List brand: _____ lbs/case _____	\$ _____ lb	\$ _____
6	2400	cases	FISH PORTIONS , breaded sticks, 160/1oz/10 lb. case Approved brands: Interstate Seafood #463299 or Sea Star #0377 List Approved Brand: _____	\$ _____ case	\$ _____
7	75	cases	CHEESE, MOZZARELLA 40lb/case List brand _____ List Approved Brand: _____	\$ _____ case	\$ _____
8	100	cases	CHEESE, PARMESAN, GRATED , 6-5lb shakers per case Approved brand: Kraft or list equal _____	\$ _____ case	\$ _____
9	100	cases	CHEESE PROCESSED SWISS , 1/2 oz sliced, lbs/case _____ Approved brands: Schriver, Pauly or list equal _____	\$ _____ case	\$ _____
10	50	cases	MARGARINE , 30 lb case List brand: _____	\$ _____ case	\$ _____
11	200	cases	CORN DOGS , fully cooked, Whole Grain breading, Chicken frank, CN label, count/case _____ Approved brands: Foster Farms, Don Lee List approved brand: _____	\$ _____ case	\$ _____
12	2000	cases	CORN DOG PIECES , fully cooked, Whole Grain breading, Chicken frank, CN label, count/case _____ Approved brands: Foster Farms, Don Lee List approved brand: _____	\$ _____ case	\$ _____
13	1000	cases	STROMBOLI, MEAT LOVERS , Meets 2 M/MA & 2 grains Approved Brand: S & F	\$ _____ case	\$ _____
14	25000	lb	BROCCOLI SPEARS , frozen, grade A fancy 4.5" to 5" in lengths, total avg. case wt. 22 - 26 lbs. List brand _____ #pkg/cs _____ lbs/pkg _____	\$ _____ lb	\$ _____
15	7000	lb	SPINACH, CHOPPED , frozen, grade A, 12/3 lbs. packs per case. List brand _____ #pkg/cs _____ lbs/pkg _____	\$ _____ lb	\$ _____
16	8000	lb	VEGETABLES, MIXED , fresh frozen green beans, lima beans, carrots, com, peas. 12/2 lbs. packs per case. List Brand _____ #pkg/cs _____ lbs/pkg _____	\$ _____ lb	\$ _____
17	20000	lb	POTATOES, ROUND-PUFF OR TOT	\$ _____	\$ _____

			USDA grade A-frozen, overready	lb		
			lbs/case _____			
			Approved brands: McCain			
			List approved brand_____			
18	1100	case	FRUIT JUICE GELS , Meets 1/2 cup fruit, Variety of flavors Approved Brand: Dole	\$_____	case	\$_____
19	2000	cases	BREAKFAST BAR , ind. Wrapped, 51% Whole Grains, Provides 2 breads, Assorted flavors Approved Brand: J&J Snack Foods	\$_____	case	\$_____
20	600	cases	HASH BROWN PATTIES , 2 patties meet 1/2 cup of vegetable Approved Brand: Simplot	\$_____	case	\$_____
21	75	cases	CROISSANTS, FRENCH , Whole Grain, sliced fresh, frozen, 2oz. Approved brand: Hadley Farms	\$_____		\$_____
22	1200	cases	DONUTS, PLAIN , indiv. wrapped, CN Label, ready-to-serve Meets 2 grain requirement Approved brand: Super Bakery	\$_____	case	\$_____
23	150	cases	WAFFLE , Whole Grain, frozen, 144ct/case Approved brand: Aunt Jemima or equal List brand_____	\$_____	case	\$_____
24	500	cases	WAFFLE , Whole Grain, Individually Wrapped, Meets 2 grain Approved brand:Waffle Envey	\$_____	case	\$_____
25	1500	cases	PANCAKES MINI , ind. wrapped, Assorted flavors Single Serve, ovenable pouch,1 pouch=2bread Approved brands: Kellogg's	\$_____	case	\$_____
26	600	cases	WHOLE GRAIN ICED APPLE ROLL , Ind. wrapped, 2.7 oz Approved Brand: Hadley Farms	\$_____	case	\$_____
27	600	cases	WHOLE GRAIN ICED CINNAMON ROLL , Ind. wrapped, 2.7 oz Approved Brand: Hadley Farms	\$_____	case	\$_____
28	1000	cases	ULTRA BREAD SLICE , Assorted flavors, ind. wrapped meets 2oz grain equivalent Approved brand: Super Bakery	\$_____	case	\$_____
29	1000	cases	APPLEWAYS BARS , ind. wrapped, Assorted flavors meets 2oz grain equivalent Approved brand: Darlington	\$_____	case	\$_____
30	1000	cases	YOGURT , ParfaitPro lowfat vanilla, 64 oz Approved brand: General Mills Yoplait	\$_____	case	\$_____
30-1	1000	cases	YOGURT , 4oz cups, meets 1oz M/M/A Approved brand: General Mills' Yoplait	\$_____	case	\$_____
31	600		Whole Grain Texas Toast topped with an Apple Cinnamon Sauce Approved Brand: S & F	\$_____	case	\$_____
32	500	cases	GRANOLA , bulk, vanilla flavor, Whole Grain List Brand _____	\$_____	case	\$_____
33	200	cases	BURRITO TORTILLA SHELLS , flour, 8 inch, pre-cooked Approved brands: Old El Paso, Tyson or list equal _____ list ct/cs _____	\$_____	case	\$_____
34	50	cases	CRANBERRY SAUCE , jellied, grade A, 6#/10 Approved brand: Oceanspray or list equal _____	\$_____	case	\$_____
35	150	cases	FRUIT DRINK MIX, FRUIT PUNCH , artificial flavor, 12/26oz. List brand_____	\$_____	case	\$_____
36	250	cases	FRUIT DRINK MIX, LEMONADE , artificial flavor, 12/26oz. List brand_____	\$_____	case	\$_____
37	150	cases	BEANS, GREEN CUT , US Grade B or better	\$_____		\$_____

			Low Sodium, 140mg per serving Approved Brand: Hanover or List Equal _____	case		
38	100	cases	BEANS, VEGETARIAN, BAKED, US Grade A Approved Brand: Hanover or List Equal _____	case	\$ _____	\$ _____
38-1	600	cases	BLACK BEANS, TACO FIESTA. US Grade A Approved Brand: Bush's	case	\$ _____	\$ _____
39	100	cases	PEAS, GREEN, early variety, 3 sieve, grade A fancy, 6/10# List brand _____	case	\$ _____	\$ _____
40	300	cases	POTATOES, SWEET, cut moist orange variety, light syrup, grade B, Approved Brand: Nifida or list equal _____	case	\$ _____	\$ _____
41	60	cases	TOMATO CATSUP, US Grade A, 6/10# cans Approved brand: Heinz, Hunts or Red Gold List approved brand _____	case	\$ _____	\$ _____
42	65	cases	TOMATO PASTE, light (26%) concentration, grade A, 6/10#, List brand _____	case	\$ _____	\$ _____
43	50	cases	TOMATOES, whole peeled, grade A, 6/#10 List brand _____	case	\$ _____	\$ _____
44	100	cases	TUNA, CHUNCK LIGHT, water packed, 6/66.5oz cans List brand _____	case	\$ _____	\$ _____
45	25	cases	NOODLES, CHOW MEIN, 6/10# List brand _____	case	\$ _____	\$ _____
46	100	boxes	PASTA, SPAGHETTI, whole Wheat long, thin, durum semolina 20# per box List brand _____	box	\$ _____	\$ _____
47	300	cases	POTATOES, AU GRATIN, dehydrated sliced potatoes No margarine or milk required. Approved brand: Basic American Foods	case	\$ _____	\$ _____
48	300	cases	POTATOES, INSTANT MASHED. Approved brands: Basic American Foods		\$ _____	\$ _____
49	225	bags	RICE, LONG GRAIN Brown, enriched, 25 lb bag List brand _____		\$ _____	\$ _____
50	25	cases	BASE, BEEF 6/1#, low sodium List brand _____	case	\$ _____	\$ _____
51	100	cases	BASE, CHICKEN 6/1#, low sodium List brand _____	case	\$ _____	\$ _____
52	125	cases	BASE, HAM 6/1#, low sodium List brand _____	case	\$ _____	\$ _____
53	10	cases	CORN STARCH, 24/1# pure fn. pulverized List brand _____	case	\$ _____	\$ _____
54	100	cases	OIL, SLALAD TYPE 6/1 gal. List type _____ List brand _____	case	\$ _____	\$ _____
55	225	cases	OIL, PAN COATING, spray-prevents food from sticking 6/14oz can Approved brand: Vegalene, Pam, Wesson, or Elite List approved brand _____	case	\$ _____	\$ _____
56	30	cases	ONION, DEHYDRATED, chopped 6/3# case Approved brand: McCormick or list equal _____	case	\$ _____	\$ _____
57	75	bags	SALT, IODIZED, 25# bag List brand _____	case	\$ _____	\$ _____
58	120	cases	SUGAR, LIGHT BROWN, cane, 12/1lb bags		\$ _____	\$ _____

			Approved brand: Domino or List equal _____	bag		
59	100	cases	TEA, INSTANT, yield 50:75oz pouch Approved brand: Nestles #4457	\$ _____ bag	\$ _____	
60	100	cases	DRESSING, ITALIAN, Reduced Calorie 4/1 gallon Approved brands: Kens, Kraft List approved brand _____	\$ _____ case	\$ _____	
61	125	cases	DRESSING, RANCH, Reduced Fat 4/1 gallon Approved brands: Kens, Kraft List approved brand _____	\$ _____ case	\$ _____	
62	200	cases	MAYONNAISE, REDUCED FAT, 4/1 gallon Approved brands: Kraft, Hellmans, Hienz List approved brand _____	\$ _____ case	\$ _____	
63	25	cases	MUSTARD, prepared salad type, mild yellow 4/1 gal. size List brand _____	\$ _____ case	\$ _____	
64	75	cases	PEPPERS, MILD, BANANA RINGS, 4/1 gallon List brand _____	\$ _____ case	\$ _____	
65	115	cases	PEPPERS, JALAPENO, SLICED, 4/1 gallon List brand _____	\$ _____ case	\$ _____	
66	100	cases	PICKLES DILL, whole, extra standard, U.S. grade B, 4/1 gln. List brand _____	\$ _____ case	\$ _____	
67	50	cases	PICKLES, SWEET RELISH, green, 4/1 gln. glass jars, grade A List brand _____	\$ _____ case	\$ _____	
68	210	cases	PICKLES, BREAD & BUTTER cross-cut 4/1 gln. glass jar, grade A List brand _____	\$ _____ case	\$ _____	
69	150	cases	SAUCE, BARBECUE, mild, 4/1 gal. Approved brand: French's Cattleman, Open Pit List approved brand _____	\$ _____ case	\$ _____	
70	75	cases	SAUCE, TERIYAKI, Low Sodium Approved Brand: Kikkoman	\$ _____ case	\$ _____	
71	75	cases	SAUCE, HOT, 12/12oz. Approved brand: Texas Pete or Frank's List approved brand _____	\$ _____ case	\$ _____	
72	75	cases	SAUCE, HOT, 4/1gallon to include pump accessory Approved brand: Texas Pete or Frank's List approved Brand _____	\$ _____ case	\$ _____	
73	75	cases	SAUCE, SPAGHETTI w/tomato bits 6/10# Approved brands: Hunts, Red Gold List approved brand _____	\$ _____ case	\$ _____	
74	10	cases	VINEGAR, WHITE, distilled, 4/1 gal., glass or plastic jar only. List brand _____	\$ _____ case	\$ _____	
75	1000	cases	CEREAL, 3/4 oz. bowl, 96ct/case assorted varieties of low and reduced sugar cereals 1 variety per case. Approved brands: General Mills or Kellogg's List approved brand _____ List variety: _____	\$ _____ case	\$ _____	
76	800	cases	CRACKERS, CHEDDAR CHEESE, Meets 1 bread serving Approved brands: Cheez-it Scrabble	\$ _____ case	\$ _____	
77	250	cases	CRACKERS, BAKED GRAHAM CRACKER STICKS, Meets 1 bread serving, cinnamon flavored, 175 count per case Approved brand: Kelloggs Scooby-Doo Graham Cracker Sticks	\$ _____ case	\$ _____	

78	2100	cases	DRESSING, RANCH, REDUCED FAT 200/9gram indiv., Count per case _____ List brand _____	\$ _____ case	\$ _____
79	250	cases	DRESSING, ITALIAN, REDUCED FAT 200/9gram indiv., Count per case _____ List brand _____	\$ _____ case	\$ _____
80	150	boxes	HONEY, 200/9 gram indiv. packs List cost per pack \$ _____ List brand _____	\$ _____ box	\$ _____
81	800	cases	MAYONNAISE, 200/9gram squeeze pack List brand _____	\$ _____ case	\$ _____
82	400	cases	MUSTARD, prepared indiv. 200/5.5oz squeeze pack grade A. (qty based on 1Mct) List brand _____ ct/cs _____	\$ _____ case	\$ _____
83	90	cases	PEPPER BLACK, indiv. 3000/3gr paper List brand _____ ct/cs _____	\$ _____ case	\$ _____
84	25	cases	RELISH, PICKLE, sweet green, 500/9gram, squeeze pack Approved brand: Heinz or list equal _____ ct/cs _____	\$ _____ case	\$ _____
85	500	cases	SAUCE, BARBECUE, indiv. 200/1oz/case List brand _____ ct/cs _____	\$ _____ case	\$ _____
86	650	cases	SAUCE, TACO, individual, 9gram, squeeze pack 500 count per case List brand _____ ct/cs _____	\$ _____ case	\$ _____
87	100	cases	SAUCE, TARTAR, 200/9gram squeeze pack List brand _____ ct/cs _____	\$ _____ case	\$ _____
88	20	cases	SUGAR, GRANULATED, individual, 1 tsp. paper 2000 count per case List brand _____ ct/cs _____	\$ _____ case	\$ _____
89	10	cases	SUGAR SUBSTITUTE, individual 1 tsp. paper 2500 count per case Approved brand: Sweet-N-Low or list equal _____ ct/cs _____	\$ _____ case	\$ _____
90	1200	cases	SYRUP, MAPLE, indiv. 1-1/2oz. tubs 100 count per case list brand _____ ct/cs _____	\$ _____ case	\$ _____
91	3500	cases	TOMATO CATSUP, 9gram, 1000ct. indiv. squeeze pack, no substitute Approved brand: Heinz, Hunts or Red Gold list approved brand _____ ct/cs _____	\$ _____ case	\$ _____
92	125	cases	CINNAMON, GROUND, 12,16oz cans List Brand _____	\$ _____ case	\$ _____
93	130	cases	GARLIC POWDER, 12/18oz cans List Brand _____	\$ _____ case	\$ _____
94	225	cases	GRAVY BASE, CHICKEN, instant, Low Sodium Approved Brand: Lawrys	\$ _____ case	\$ _____
95	35	cases	SEASONING, no salt, Approved Brand: Mrs. Dash	\$ _____ case	\$ _____
96	50	cases	SEASONING, TACO OR NACHO, 12/9oz bags List Brand: _____	\$ _____ cases	\$ _____
97	200	cases	SOY MILK, UNFLAVORED, 8oz, aseptic packaging Approved Brand: Kikoman Pearl	\$ _____ cases	\$ _____
98	1600	cases	CHOCOLATE MILK, UHT, fat free, shelf stable Approved Brand: Hershey TruMoo	\$ _____ cases	\$ _____
99	1100	cases	WHITE MILK, UHT, fat free, shelf stable		

Approved Brand:Hershey TruMoo

case

THE FOLLOWING ITEMS WILL BE AWARDED ALL OR NONE AND DELIVERED DIRECT TO THE SCHOOLS WEEKLY AND TO THE WAREHOUSE AS NEEDED

100	2500	cases	CHICKEN BREAST PATTIES , whole grain breading, CNLabel, Fully cooked Approved brands:Tyson, Provview, Gold Creek	\$ _____ case	\$ _____
101	1200	cases	SPICY CHICKEN BREAST PATTIES , whole grain breading, CNLabel, Fully Cooked Approved brands:Tyson, Provview, Gold Creek	\$ _____ case	\$ _____
102	2500	cases	CHICKEN NUGGETS , whole grain breading, Fully cooked CN label, 5 nuggets meet 2oz Meat/Meat Alternate _____ ct/cs Approved brands:Tyson, Provview, Gold Creek List Approved brand _____	\$ _____ case	\$ _____
103	1200	cases	CHICKEN TENDERS , whole grain breading, cooked, CN label, ____number of tenders that meets 2oz of meat/meat-alternative, _____ ct/cs Approved brands:Tyson, Provview, Gold Creek List Approved brand _____	\$ _____ case	\$ _____
104	900	cases	SPICY CHICKEN TENDERS , whole grain breading, cooked, CN label, ____number of tenders that meets 2oz of meat/meat-alternative, _____ ct/cs Approved brands:Tyson, Provview, Gold Creek List Approved brand _____	\$ _____ case	\$ _____
105	140,000	lb	POTATOES, FRENCH FRIES, BAKABLE ½" crispy shoestring, oven ready with coating Approved brands: Simplot, McCain List approved brand: _____	\$ _____ lb	\$ _____
106	40,000	lb	POTATOES, SWEET WAFFLE USDA grade A-frozen, ovenready lbs/case _____ ct/case _____ Approved brands: McCain, Simplot	\$ _____ lb	\$ _____
107	7000	cases	NACHO CHIPS , round stone-ground whole grain com. NO sulfites, cholesterol or preservatives. Ready-to-Serve Approved brand: FritoLay	\$ _____ case	\$ _____
108	400	cases	CEREAL BAR , assorted flavors to include Cinnamon Toast Crunch & Lucky Charms, meets 2 oz grain Approved Bran: General Mills	\$ _____ case	\$ _____
109	500	cases	SOFT FILLED BAR , Cinnamon Toast Crunch Approved Bran: General Mills	\$ _____ case	\$ _____
110	1000	cases	CEREAL , 2oz. bowl, meats 2 oz grain assorted varieties of low and reduced sugar cereals 1 variety per case. Approved brands: General Mills or Kellogg's List approved brand _____ List variety: _____	\$ _____ case	\$ _____
111	600	cases	DRINKS, CANNED, Carbonated 100% Fruit Juice, 24/8oz Flavors: watermelon strawberry, black cherry, kiwi-strawberry fruit punch, grape, & orange tangerine Approved Brands: Switch, Envy, Izzie List Brand _____	\$ _____ case	\$ _____
112	500	cases	WATER, SPRING, 16oz List Brand: _____	\$ _____ case	\$ _____
113	500	cases	WATER, FLAVORED, ZERO CALORIE 16oz Approved Brands: Sparkling Ice	\$ _____ case	\$ _____
114	500	cases	CHIPS, BAKED , Approved brand: Frito-LayCrunchy Cheetos	\$ _____ case	\$ _____
115	700	cases	CHIPS, BAKED , Approved brand: Frito-Lay Baked Tositto Scoops	\$ _____ case	\$ _____

116	500	cases	CHIPS, BAKED, Approved brand: Frito-Lay BBQ	\$ _____ case	\$ _____
117	100	cases	CHIPS, BAKED, Approved brand: Frito-Lay regular	\$ _____ case	\$ _____
118	400	cases	CHIPS, BAKED, Approved brand: Frito-Lay Baked sour cream&onion	\$ _____ case	\$ _____
119	400	cases	CHIPS, BAKED, Approved brand: Frito-Lay Cheddar Sour Cream 38223	\$ _____ case	\$ _____
120	400	cases	CHIPS, Reduced Fat Doritos, Approved brand: Frito-Lay Baked Spicy Sweet	\$ _____ case	\$ _____
121	400	cases	CHIPS, Reduced Fat Doritos, Approved brand: Frito-Lay Nacho Cheese	\$ _____ case	\$ _____
122	400	cases	CHIPS, Reduced Fat Doritos, Approved brand: Frito-Lay Cooler Ranch	\$ _____ case	\$ _____
123	400	cases	POPCORN, WHITE CHEDDAR, Reduced Fat, Meets USDA smart snack requirements Approved brand: Frito-Lay Smartfood	\$ _____ case	\$ _____
124	400	cases	POPCORN, SEA SALT CARAMEL, Reduced Fat, Meets USDA smart snack requirements List Brand_____	\$ _____ case	\$ _____
125	200	cases	CHEX MIX, Reduced Fat, Approved brand: General Mills Traditional 19909	\$ _____ case	\$ _____
126	500	cases	RICE KRISPIE TREAT, 1.3oz Approved brand: Kellogg's	\$ _____ case	\$ _____

The following items are packaged in bags and are designed to be dispensed in specialized dispensers designed for the bags.
Approved Brands: Heinz

127	600	cases	DRESSING, RANCH, 2/1.5 gallon	\$ _____ case	\$ _____
128	350	cases	MAYONNAISE, 2/1.5 gallon	\$ _____ case	\$ _____
129	1200	cases	KETCHUP 2/1.5 gallon	\$ _____ case	\$ _____
130	50	cases	MUSTARD, yellow prepared 2/1.5 gallon	\$ _____ case	\$ _____
131	270	cases	SAUCE, BARBECUE 2/1.5 gallon	\$ _____ case	\$ _____
132	250	cases	SAUCE, HONEY MUSTARD 2/1.5 gallon	\$ _____ case	\$ _____

**These items will be delivered weekly to each of five high schools and eight middle schools.
Delivery to New Horizons and SCOT Warehouse upon request. List weekly delivery day_____**

THE FOLLOWING IS A LIST OF SCHOOLS AND THEIR ADDRESSES:

- Denbigh High School - 259 Denbigh Blvd., 23602
- Heritage High School - 5800 Marshall Ave., 23607
- Menchville High School - 275 Menchville Rd., 23602
- Warwick High School - 51 Copeland Lane, 23601
- Woodside High School - 13450 Woodside Lane, 23608
- Crittenden Middle School - 6158 Jefferson Ave., 23605
- Ella Fitzgerald Middle School - 432 Industrial Park Dr., 23602
- Gildersleeve Middle School - 1 Minton Dr., 23606
- Hines Middle School - 591 McLawhorne Dr., 23605
- Huntington Middle School - 3401 Orcutt Ave., 23607
- Mary Passage Middle School - 400 Atkinson Way, 23608
- B.T. Washington Middle School - 3700 Chestnut Ave., 23607
- New Horizons - 13400 Woodside Lane, 23608

CUMULATIVE TOTAL FOR ALL ITEMS QUOTED \$ _____

Attachment B: Certification of Compliance with Code of Virginia §22.1-296.1

I, _____, a duly authorized representative and officer of _____ (Contractor's name), in accordance with the Code of Virginia, §22.1-296.1, do certify that _____ (Contractor's name) hereby certify that the employees, subcontractors, partners, and representatives who will be in direct contact with students (i) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) has not been convicted of a crime of moral turpitude. "Direct contact with students" is defined as "being in the presence of students during regular school hours or during school-sponsored activities."

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. NNPS shall not be liable for materially false statements regarding the certifications required by the state code.

Contractor is responsible for ensuring that each of its employees, subcontractors, partners, and representatives who will be in direct contact with students have certified the above and shall maintain such certifications on file for the duration of the contract period.

I do understand the above information and certify that the above statements are true.

(Contractor's Authorized Officer – Signature)

(Contractor's Authorized Officer – Printed Name)

(Title)

ATTACHMENT C

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION (To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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] _____, 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

ATTACHMENT D – REFERENCES

The contractor (as a company) is required to have, at a minimum, three (3) year of experience providing food delivery services. _____ Years of Experience

REFERENCES: List below three (3) references for whom you have performed similar services during the past two (2) two years where such services have been performed.

1. Company: _____
Contact: _____ Position Title: _____
Address: _____
City: _____ State: ____ Zip: _____ Phone: (____) _____ - _____
Email: _____

2. Company: _____
Contact: _____ Position Title: _____
Address: _____
City: _____ State: ____ Zip: _____ Phone: (____) _____ - _____ Email: _____

3. Company: _____
Contact: _____ Position Title: _____
Address: _____
City: _____ State: ____ Zip: _____ Phone: (____) _____ - _____ Email: _____
