



**SEALED INVITATION FOR BIDS (IFB)**  
**Invitation No. 23-7060-12**

**Title:** Fresh Milk and Juice Delivery

**Commodity Code:** 38075, Food – Milk and Dairy Products

**Issue Date:** December 21, 2023

**Closing Date and Time:** January 22, 2024 by 2:00PM EST

**Bid Opening:** January 22, 2024 at 2:01PM via Google Meet: <https://meet.google.com/suw-cdnk-djb>

**Issuing Office:** School Board of the City of Richmond  
Procurement & Property Management Division  
2325 Maury Street, Richmond, VA 23224

**Performance Location:** Richmond Public Schools, Richmond, Virginia (All prices shall be F.O.B. Destination)

**Period of Contract:** From March 1, 2024 Through February 28, 2025 (\*Renewable).  
(\* If contract has renewal clause)

All inquiries for information should be directed to: Cody Shelton, Procurement Officer, at (804) 204-1081, or by email to Cshelto2@rvaschools.net **NO LATER THAN January 9, 2024** in order to be considered. Contact initiated by a Bidder concerning this solicitation with any other Richmond Public Schools (RPS) representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the Bidder from this transaction.

The Bidder **shall seal and clearly label Bids** exactly as indicated to ensure that they are delivered intact and unopened. Mark in the lower left or right-hand corner: **“IFB No. #: MUST BE OPENED BY ADDRESSEE ONLY.”**

**IF BIDS ARE MAILED or HAND DELIVERED, SEND DIRECTLY TO ISSUING OFFICE SHOWN ABOVE. RPS is not responsible for bids not received on time as a result of lost mail.**

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In compliance with this Invitation for Bids and subject to all the conditions imposed therein, the undersigned Bidder offers and agrees to furnish any or all of the items upon which prices are quoted at the price set opposite of each item, delivered at the point specified. Further, the Bidder hereby warrants and certifies that –

- (1) The individual signing the bid is of lawful age and authorized to bind the firm in any and all contractual matters relating to its bid submission;
- (2) It has read this solicitation, understands it, and agrees to be bound by its terms and conditions;

- (3) The bid is, or is intended to be, competitive and free from any collusion with any person, firm, or corporation; is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture; and is in all aspects fair and without other obligations.
- (4) Should its bid be accepted, any resulting contract (including a purchase order) does not violate any of the applicable provisions of the Code of Virginia, the Virginia Public Procurement Act, or any applicable provisions of the School Board or Department of Procurement and Property Management policies.
- (5) The Bidder, the individual signing on behalf of the Bidder, or any officer of the firm does not have any business or personal relationships with any other persons, including Richmond Public Schools Board members, RPS employees, officers or executives; or companies that are in conflict with the Commonwealth of Virginia's Conflict of Interest Act or of any Richmond Public Schools terms and conditions;
- (6) The Bidder has not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this contract and has not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, RPS shall have the right to annul or void any resulting contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

If the Bidder knowingly makes a material misrepresentation in submitting information to Richmond Public Schools, such misrepresentation will be sufficient grounds for rescinding an award to the Bidder.

**Name and Address of Firm (Please include City, State and Zip Code):**

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**Name of Point of Contact:**

(Please Print)	Title

**Phone Number:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Only those with authority to enter into contract)

**Note:** Richmond Public Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.24343.1 or against a Bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity. ....

**This page must be returned with the Bid Form.**

## DEFINITIONS

**Addendum:** A change, addition, alteration, correction, or revision to a bid or contract document.

**Bidder:** A firm, individual, or corporation submitting a bid in response to this IFB.

**Bid Unit:** The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage, and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

**Contract Documents:** Consist of the Agreement between the School Nutrition Program and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

**Damaged Item:** Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

**Dry Food Product:** A dry product that does NOT require freezing or refrigeration.

**Invitation for Bid (IFB):** A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost, and the expectation is that competitive bids will be received, and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price and meets the specifications of the bid. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised, and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

**NSLP:** National School Lunch Program

**Purchase Unit:** The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

**RPS:** Richmond Public Schools

**Solicitation:** A document used by the School Food Authority to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

**Contractor or Vendor:** The provider of the goods and/or services under the Contract.

## I. PURPOSE

The intent and purpose of this Invitation for Bid (IFB) is to establish terms and conditions under which a successful Bidder shall supply and deliver inside delivery of fresh milk, milk products and juice to Richmond Public Schools (RPS) locations as listed on **ATTACHMENT D**. This will be a term contract and may be awarded to multiple bidders based on the need by RPS.

## II. SCOPE OF SERVICES

Specifications are included in the Pricing Schedule found on Attachment B-Bid Form and below. Information regarding use of a brand name is addressed in the SPECIAL TERMS AND CONDITIONS, page 16 item 2. Variance in specifications deemed not to be material, in the sole discretion of RPS, may be allowed in determining the lowest responsive and responsible Bidder.

Milk, fat free/skim, Chocolate, ½ pint.
Milk, 1% low fat, White, ½ pint.
Milk, fat free/skim, White, ½ pint.
Milk, fat free/skim, Strawberry, ½ pint.
Milk, lactose free, White, ½ pint.
Milk, 1% White, ½ pint, Aseptic Shelf Stable
Milk, fat free/skim, Chocolate, ½ pint, Aseptic Shelf Stable
Orange 100% juice, ½ pint
Apple 100% juice, ½ pint
Fruit Punch 100% juice, ½ pint
Grape 100% juice, ½ pint

A successful Bidder will comply with the requirements of 7 CFR 210.21 and 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415, as applicable, which implements the applicable requirements, concerning the procurement of all goods and services.

**Food Recall:** Vendor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, FDA and under the USDA, Food Safety, and Inspection Service. Vendor should define their biosecurity policy and procedures on a separate document to be submitted along with bid.

### III. INSTRUCTIONS:

#### 1. Submission and Receipt of Bids:

- a) Sealed bids shall be received in the Richmond Public Schools Procurement Department, 2325 Maury St, Richmond, VA 23224 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. **ANY NOTATION ON THE EXTERIOR OF THE ENVELOPE PURPORTING TO ALTER, AMEND, MODIFY OR REVISE THE BID CONTAINED WITHIN THE ENVELOPE SHALL BE OF NO EFFECT AND SHALL BE DISREGARDED.** The time of receipt shall be determined by the time clock stamp in the Procurement Department. Bidders are responsible for ensuring that their bids are stamped by Procurement Department personnel before the deadline. Late bids shall be rejected.
- b) Bids or changes to a bid response shall not be accepted via fax or email.
- c) In the event that RPS offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.
- d) All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice president of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- e) Unless otherwise specified, Bidders are to complete and return the Bid Form furnished by RPS.
- f) No bid shall be altered or amended after the specified time for opening.
- g) For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: <https://www.rvaschools.net/operating-office/procurement-property-management>.

- 2. **Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening:** A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Procurement Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.

#### 3. Mistakes in Bids:

- a. Mistakes discovered following bid opening but prior to award:
  - i. If there is a significant and obvious disparity between the prices of the lowest apparent responsive Bidder and other Bidders, the low Bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a Bidder from the responsibility for the submission of a correct bid. If the Bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.
  - ii. Prices shall be stated in units of quantity and/or work as specified in the Pricing Schedule. In the event of a discrepancy in calculating price extensions (an error in the multiplication of units of quantity and/or work and the unit price), the unit price shall govern and the discrepancy will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum of the column will be resolved in favor of the correct sum total. RPS reserves the right to audit price extensions and/or totals, and may use corrected price extensions and/or totals after such audit to determine the apparent low Bidder. RPS is not responsible for a Bidder's clerical or mathematical errors. RPS further reserves the right to reject any bid in whole or in part, delete items before making an award, or waive any informality, in accordance with the Virginia Public Procurement Act.
- b. Mistakes discovered after award:
  - i. Bids containing mistakes by Bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

#### **IV. GENERAL TERMS AND CONDITIONS**

The following Terms and Conditions are MANDATORY and shall be incorporated verbatim in any contract award without modification or exceptions.

1. **ADA COMPLIANCE:** Pursuant to the Americans with Disabilities Act (ADA), any person requiring special accommodations to participate in this proceeding should contact the Division of Procurement & Property Management Contract Specialist no later than one (1) business day prior to bid opening or the scheduled event. If you are hearing or speech impaired, please complete the ADA Accommodation Request Form at <https://www.rvaschools.net> and contact the Division by submitting it to [adarequest@rvaschools.net](mailto:adarequest@rvaschools.net).
2. **ADDENDA:** Offerors are reminded that changes to the solicitation in the form of addenda are often issued between the issue date and the due date. All addenda must be acknowledged as part of the proposal submission. Failure to acknowledge an addendum may result in the proposal being declared non-responsive. Notice of addenda will be posted on the eVA portal and RPS website. It is the offeror's responsibility to monitor ascertain the existence of addenda.

3. **ADVERTISING:** It is understood and agreed that, in the event a contract is awarded for the services included in this proposal, no indications of such services to the Richmond Public Schools will be used in any way in product literature or advertising unless with written approval of the Richmond School Board.
4. **APPLICABLE LAWS AND COURTS:** This solicitation and any contract resulting from this solicitation shall be governed and construed in accordance with Virginia law without considering conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to the contract resulting from this solicitation shall be the Circuit Court of the City of Richmond and/or any federal courts located in and/or that serve the City of Richmond. RPS may at its discretion, and if agreeable to the Contractor, resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The Contractor shall comply with applicable federal, state and local laws and regulations.
5. **ANTI-DISCRIMINATION:** By submitting its offer, Offeror certifies to the Richmond Public Schools that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts over \$10,000.00.
- 2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such vendor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for meeting the requirements of this Section.

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

6. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to RPS all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by RPS under said contract.
7. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of RPS.
8. **ANNOUNCEMENT OF AWARD:** Upon the award or decision to award a contract as a result of this solicitation, RPS will publicly post such notice on the Richmond Public School's procurement website ([www.rvaschools.net](http://www.rvaschools.net)) for a minimum of 10 days.
9. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment. RPS or State auditors shall have full access to and the right to examine any of the Contractor's program material during said period. RPS further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by RPS are based on records of time, salaries, materials or actual expenses. In cases where the Contractor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the Metro-Richmond area.
10. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock 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 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act 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 canceled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. **ATTACHMENT C**
11. **AVAILABILITY FUNDS:** It is understood and agreed between the parties herein that RPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.



**12. CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

**13. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

- a. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. RPS may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, the place of delivery or installation, or the location of where services are to be performed. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify RPS of the adjustment to be sought, and before proceeding to comply with the notice, shall await RPS's written decision affirming, modifying, or revoking the prior written notice. If RPS decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give RPS a credit for any savings. Said compensation shall be determined by one of the following methods:
  - 1) By mutual agreement between the parties in writing; or
  - 2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present RPS with all

vouchers and records of expenses incurred and savings realized. RPS shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to RPS within thirty (30) days from the date of receipt of the written order from RPS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the dispute's provisions of the Code of Virginia. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by RPS or with the performance of the contract generally.

- 14. CRIMES AGAINST CHILDREN:** The Contractor shall certify that Contractor, Contractor's employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a violent felony set forth in the definition of barrier crimes in Code of Virginia §19.2-392.02. A., any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or any crime of moral turpitude. In accordance with this paragraph, Contractor shall execute the certification and submit the certification contemporaneously with this executed Contract. **ATTACHMENT E**

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above 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. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

- 15. CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state prices in US dollars.
- 16. DEBARMENT STATUS:** By submitting its proposal, Offeror certifies that it is not currently debarred suspended or otherwise excluded from submitting offers on contracts by any public body of the Commonwealth of Virginia, nor is it an agent of any person or entity that is currently debarred from submitting offers on contracts by a public body of the Commonwealth of Virginia or by an agency of the United States of America. **ATTACHMENT F**
- 17. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, RPS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RPS may have.

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

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, 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.

**19. ETHICS IN PUBLIC CONTRACTING:** By submitting its proposal, Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**20. EQUAL EMPLOYMENT OPPORTUNITY:** In accordance with federal laws, the laws of the Commonwealth of Virginia, and the policies of the School Board of the City of Richmond, Richmond Public Schools does not discriminate on the basis of sex, race, color, age, religion, disability, or national origin in the provision of employment and services. Richmond Public Schools operates equal opportunity and affirmative action programs for students and staff. Richmond Public Schools is an equal opportunity/affirmative action employer.

**21. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting its proposal, Offeror certifies that it does not and shall not during the performance of this 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 (the "Act") or otherwise violate the provisions of the Act.

**22. INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all

insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### **MINIMUM INSURANCE COVERAGES AND LIMITS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit.
5. Other insurance as required based upon the nature of the contract.

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate
(Limits increase each July 1 through fiscal year 2031 per <i>Code of Virginia § 8.01-581.15.</i> )	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000

	aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000
	aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000
	aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000
	aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000
	aggregate

**23. NO CONTACT POLICY:** During the conduct of this solicitation, no Offeror shall initiate contact with any representative of RPS outside of the Procurement Department concerning the conduct of this solicitation. Any contact with an RPS representative is prohibited and may result in disqualification from the procurement process.

**24. NONDISCRIMINATION OF CONTRACTORS:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**25. PAYMENT:**

a. To Prime Contractor:

- 1) Invoices for services delivered shall be submitted by the Contractor directly to Accounts Payable in the Finance Office. The preferred method is by email to [cnelson@rvaschools.net](mailto:cnelson@rvaschools.net). Invoices may also be forwarded by mail to School Nutrition Services, 1461 Commerce Road, Suite B., RVA 23224 All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations) and a unique invoice identifying number.
- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) The following shall be deemed the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

4) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, RPS shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve RPS of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

b. To Subcontractors:

1) Within seven (7) days of the contractor's receipt of payment from RPS, a contractor awarded a contract under this solicitation is hereby obligated (i) to pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (ii) notify RPS and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

2) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from RPS, except for amounts withheld as stated in (1) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of RPS.

c. RPS encourages contractors and subcontractors to accept electronic payment and, if applicable, credit card payment.

**26. PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORMS AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS and PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions or any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**27. PROPRIETARY INFORMATION/TRADE SECRETS:** Proprietary information or trade secrets in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, subject to the limitations therein; however, the protections of this section must be invoked prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. (Code of Virginia § 2.2-4342(F)).

**28. QUALIFICATIONS OF OFFERORS:** RPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to RPS all such information and data for this purpose as may be requested. RPS further reserves the right to reject any proposal if the evidence submitted by or investigations of such offeror fails to satisfy RPS that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**29. SEVERABILITY:** If any provision of the Scope of Work, General Terms and Conditions or Special Terms and Conditions be held invalid, such holding shall not affect the remaining provisions.

**30. STATE CORPORATION COMMISSION IDENTIFICATION:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a Bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC).

Any Bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the Bidder or offeror is not required to be so authorized. Any Bidder or offeror that fails to provide the required information may not receive an award.

**31. TAXES:** Sales to RPS are normally exempt from State sales tax. State Sales and Use tax certificates of exemption, Form ST-12, will be issued upon request. Delivery against this contract shall be free of Federal excise and transportation taxes. RPS excise tax exemption registration number is 54-1689909.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

**32. TERMINATION:** RPS may terminate this contract in one of two methods:

a. Termination with Cause.

1) RPS may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of RPS'

intent to so terminate. Such notice shall be delivered at least seven (7) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

- 2) In case of failure to deliver goods or services in accordance with the contract terms and conditions, RPS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that RPS may have.
- 3) If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of the Contract to RPS' satisfaction during this seven (7) calendar-day period as indicated in writing to the Contractor, then the Notice of Termination with cause shall be deemed null and void.
- 4) Upon such termination, RPS shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by RPS up to the time of termination and upon delivery to RPS of all completed or partially completed work performed by the Contractor. RPS shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

b. Termination without Cause.

- 1) RPS may terminate this Contract without cause by delivery or written notice to the Contractor of its intent to so terminate. Provide the delivery of such notice at least thirty (30) calendar days prior to the date of termination and, otherwise, given in accordance with the requirements of this Contract for the delivery of notices.
- 2) Upon such termination, RPS shall be liable only to the extent of reimbursable costs submitted by the Contractor and approved by RPS up to the time of termination plus such portion of the fixed fee to which the Contractor may be entitled under this Contract as a result and upon delivery to RPS of completed or partially completed work. RPS shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. Upon such termination, the Contractor shall have no further obligation under this Contract.

**33. TESTING AND INSPECTION:** RPS reserves the right to conduct any tests or inspections it may deem necessary and advisable to assure goods and services conform to the requirements and specifications.

**34. TRANSPORTATION AND PACKAGING:** By submitting its bid, Bidder certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at



the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## **V. SPECIAL TERMS AND CONDITIONS**

1. **ACCEPTANCE OF GOODS/SERVICES:** The goods and/or services delivered under a resulting contract shall remain the property of the Contractor until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the Contractor or revoke acceptance of the defective or non-conforming goods and return goods to the Contractor at the Contractor's expense.
2. **ACCEPTANCE PERIOD OF BIDS:** All bids submitted shall be binding for sixty (60) calendar days following bid opening date. The sixty (60) calendar day acceptance period may be extended by mutual consent of both parties.
3. **AWARD TO MULTIPLE BIDDERS:** RPS reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible Bidder(s) meeting the requirements of the solicitation. RPS reserves the right to conduct any tests it may deem advisable and to make all evaluations; and also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Schools to be in its best interest.
4. **BRAND NAME OR EQUAL:** In accordance with Code of Virginia, Section 2.2-4315, as amended, unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer shall not restrict Bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that RPS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

Unless otherwise provided in the Invitation for Bid, no proposed equal will be considered prior to receipt of bids. If bidding a proposed equal, the Bidder is responsible to clearly and specifically identify the article being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable RPS to determine if the article offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Bidder clearly indicates in the bid that the article offered is an equal, such bid will be considered to offer the brand name referenced in the solicitation. It shall be understood that the burden of proof for an equal article shall be and remain the sole responsibility of the Bidder. RPS's failure to object to a manufacturer will not constitute a waiver of any of the requirements of the contract, and all products furnished must conform to such requirements.

The Contractor shall be responsible for making all changes in the work necessary to adapt and

accommodate “equal” products which are submitted and accepted in lieu of the products whose name and model numbers are specified and around which the drawings, where applicable, were developed. The necessary changes shall be made at the Contractor’s expense. The Contractor shall submit sufficient data concerning the proposed equal products and resulting necessary changes to the project to RPS documenting that the proposed product(s) can be properly integrated with the project.

5. **BUY AMERICAN STATEMENT (Food only):** Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act - 7 CFR 210.21(d)) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American: Definition of domestic commodity or product. In this paragraph, the term ‘domestic commodity or product’ means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantial means over 51% 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. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs. Documentation must be received that requests (1.) Consideration on the use of domestic alternative foods before approving an exception and (2.) The use of a non-domestic food exception when competition reveals the cost of domestic food is significantly higher than non-domestic food and (3.) The use of a non-domestic alternative food due to the domestic goods not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality.
6. **CLEAN AIR/ CLEAN WATER STATEMENT:** (for bids over \$150k) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor’s facilities are under consideration to be listed on the EPA List of Violating Facilities. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **DELIVERY NOTIFICATION:** RPS shall be notified four (4) business hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received.

Notification shall be made to: As designated after award

8. **FEDERAL FUNDS:** This is a federally funded project and Contractors shall be responsible for compliance with all applicable federal laws and executive orders. If any provisions listed herein conflict with any federal procurement guidelines, the federal procurement guidelines shall prevail.
9. **FORCE MAJEURE:** If RPS, in its reasonable discretion, determines that the Force Majeure Event is likely to delay Contractor's performance for more than thirty (30) days, RPS reserves the right to cancel the agreement between the parties. In that event, neither party shall have any further liability to the other, subject only to RPS obligation to pay the Contractor for work already completed by the Contractor and the Contractor's warranty for work already completed.

**10. HACCP (Hazard Analysis Critical Control Point) REQUIREMENTS (N/A to Equipment):**

The School Food Authority expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential contractors and their manufacturers. Prior to awarding the bid, the School Food Authority may require documentation verifying that a written HACCP plan is followed.

The successful Bidder(s) must have Hazard Analysis Critical Control Point (HACCP) plan on file for recall/hold control procedures including but not limited to:

- Traceability systems in place from receipt of commodity products to delivery of processed items to designated delivery sites.
- Provision of 24/7 accessibility to successful Bidder(s) staff in the event of a food/USDA Hold/Recall.
- Public notification capability on websites to provide updates on food/USDA Hold and Recall data for customers.

Bidder(s) shall provide, at least annually, the ability to the District of conducting a mock recall for product(s).

All costs associated with product replacement, including but not limited to labor, shipping charges and product credit, are the responsibility of (the) Bidder(s).

11. **INDEMNIFICATION:** The Contractor agrees to indemnify Richmond Public Schools (RPS), its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

**12. SAMPLES:** Samples of items, if requested, shall be furnished without charge. Failure on the part of the Bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the Bidder's expense.

**13. TERM AND RENEWAL:** The initial term of the contract shall be twelve (12) months from March 1, 2024 through February 28, 2025. Any work assigned but not completed shall survive the initial performance period until such time as the work is completed and accepted.

- a) **Renewal of Contract:** This contract may be renewed at the sole discretion of RPS for four (4) successive one (1)-year periods under the terms and conditions of the original contract and upon written mutual agreement between both parties. Written notice of the intention to renew will be given thirty (30) days prior to the expiration date of each contract period.
- b) At its sole discretion, RPS may allow price adjustments only at the time of contract renewal, and only where verified to the satisfaction of the Contract Specialist. The contract pricing for any renewal period following the Initial Term shall not exceed the lesser of: (a) 3% of the contract price of the prior term, or (b) the contract pricing for the prior period, increased/decreased by no more than the percentage increase of the United States Bureau of Labor Statistics' (BLS) index Consumer Price Index for All Urban Consumers (CPI-U) section of the Consumer Price Index "Other Services" category for the latest twelve (12) months for which statistics are available. The index can be found here: (<http://stats.bls.gov/news.release/cpi.t03.htm>)
- c) **Contract Extension:** When it is determined to be in its best interest, RPS may extend the term of this contract for any reason for a period(s) up to but not to exceed twelve (12) consecutive months.

**14. TIME OF PERFORMANCE:**

- a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on "Start Date" shown on the Invitation for Bid Timeline.
- b) The Contractor must comply with the time of performance.

**15. TRADE NAME, LABELS AND OTHER REQUESTS:**

- a) All items shall be properly labeled. No private labels will be accepted on commercial products.
- b) Nutrition data must be provided on all fresh, frozen, and canned meats, grains, combination foods, fruits, and vegetables.

c) **FAILURE TO MEET CN LABEL/PRODUCT ANALYSIS REQUIREMENTS**

In the event of loss of state or federal funds due to Bidder(s) failure to meet CN Label/Product Analysis Requirements, the Bidder(s) shall reimburse losses to the District.

**16. USAGE REPORTS:** Upon request, the Contractor shall provide the Richmond Public Schools Procurement Department with a summary of all sales by delivery site, to include quantity and description of items.

**17. WAIVER AND REJECTION RIGHTS:** Notwithstanding any other provisions of the solicitation, the school district reserves the right to:

- a) Waive any immaterial defect or informality;
- b) Reject any and all offers or portions thereof; or
- c) Cancel a solicitation

**18. WARRANTY:** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the RPS by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty shall be delivered before contract execution.

**19. NEW LOBBYING RESTRICTIONS:** The Contractor agrees and certifies that (a) no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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; and (b) 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. Contractor agrees to certify its compliance with this requirement by filling out and submitting **ATTACHMENT G** to Richmond Public Schools.

## **VI. PRICING**

**1. BID PRICE SUBMISSION:** The Bidder shall complete the Bid Form contained in **ATTACHMENT B** and return with its bid. All prices shall include all charges imposed in fulfilling the terms of this contract, including but not limited to allowed taxes, fees, licenses, or other costs of doing business. Failure to provide this information may result in your bid being

non-responsive.

2. **UNBALANCED BIDS:** A bid shall be mathematically unbalanced if the bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced bid will result in the lowest ultimate cost to RPS. Any bid that is, in the sole discretion of the Contract Specialist, both mathematically and materially unbalanced, may be rejected as non-responsive.
3. **UNIT PRICES:** Unless lump sum price is specified, unit and extended prices should be given. Failure to provide unit prices may cause the bid not to be considered. Errors in extending total prices shall be governed by unit bid prices. Erasures shall be initialed by the Bidder. Errors discovered after bid opening cannot be corrected and, if selected, Bidder will be required to perform at its bid prices. Bidders are cautioned to verify their bids prior to submission.
4. **QUANTITIES:** Quantities set forth in this solicitation are estimates only. No guarantee or warranty is given or implied by RPS as to any minimum or total amount that may be purchased from any resulting contracts. The contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those set forth in the solicitation.
5. **ORDERING:** Orders against contracts will be placed with the Contractor by Purchase Order executed and released by the Department of Procurement and Property Management.
6. **CUSTOMARY PRICE REDUCTIONS:** If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Contract Officer of such reduction by written notice. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.

**ATTACHMENT A**  
**VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid non-responsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:  
Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
Years \_\_\_\_\_ Months \_\_\_\_\_
4. Vendor Information:  
eVA Vendor ID or DUNS Number: \_\_\_\_\_

Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.

Company:	Contact:
Phone: (     )	Email:
Project:	
Dates of Service:	\$ Value:

B.

Company:	Contact:
Phone: (     )	Email:
Project:	
Dates of Service:	\$ Value:

C.

Company:	Contact:
Phone: (     )	Email:
Project:	
Dates of Service:	\$ Value:

**ATTACHMENT B  
BID FORM**

- A. BASIS OF AWARD:** Award will be made to the lowest responsive and responsible Bidder(s) based on the Grand Total Bid. If it becomes necessary to delete items from the Pricing Schedule, the award will be based on the Grand Total of the remaining items.
- B. PRICING SCHEDULE:** The Bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

<u>ITEM NO.</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1.	1,700,500	Milk, fat free/skim, Chocolate, ½ pint.	\$ /each	\$
2.	1,000,500	Milk, 1% low fat, White, ½ pint.	\$ /each	\$
3.	140,000	Milk, fat free/skim, White, ½ pint.	\$ /each	\$
4.	New item. No data.	Milk, fat free/skim, Strawberry, ½ pint.	\$ /each	\$
5.	11,300	Milk, lactose free, White, ½ pint.	\$ /each	\$
6.	22,600	Milk, 1% White, ½ pint, Aseptic Shelf Stable	\$ /each	\$
7.	29,700	Milk, fat free/skim, Chocolate, ½ pint, Aseptic Shelf Stable	\$ /each	\$
8.	1,900,000	Orange 100% juice, ½ pint	\$ /each	\$
9.	200,000	Apple 100% juice, ½ pint	\$ /each	\$
10.	1,810,000	Fruit Punch 100% juice, ½ pint	\$ /each	\$
11.	90,000	Grape 100% juice, ½ pint	\$ /each	\$
GRAND TOTAL BID				\$



**C. DELIVERY SCHEDULE:** Bidders must comply with the delivery schedule provided in Attachment D.

**D. ADDENDA:** Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bids:

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

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

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

**E. BUSINESS CLASSIFICATION**

Bidders are requested to provide the following information to RPS regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration. Bidder shall indicate whether they are classified as a:

Minority-Owned Business: Yes ☐ No ☐

Women-Owned Business: Yes ☐ No ☐

Small Business: Yes ☐ No ☐

Service Disabled Veteran-Owned Business: Yes ☐ No ☐

**F. BIDDER'S CHECKLIST**

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

Provide completed cover page to include signature.

Provide completed Attachments:

- A. Vendor Data Sheet
- B. Bid Form
- C. Authorization to Conduct Business
- E. Certification of Crimes Against Children
- F. Statement of Debarment
- G. Certification As To New Restrictions On Lobbying

**ATTACHMENT C**  
**AUTHORIZATION TO CONDUCT BUSINESS**

Virginia State Corporation Commission (“SCC”) Registration Information: The firm -

\_\_\_\_\_ is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

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

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

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

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

Print Title

Name of Firm:

# ATTACHMENT D DELIVERY SITE(S)

## Richmond Public School Nutrition Services Delivery Locations ~ Milk

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SNS CENTRAL OFFICE	1461 Commerce Road, RVA 23224	804-780-8216
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### PRESCHOOL CENTERS

SCHOOL	SCHOOL ADDRESS	CAFÉ PH	FREQUENCY (per week)
Blackwell Pre-K	238 E. 15th Street RVA 23224	804-319-3143	DAILY
M. L. King Pre-K	100 Mosby Street RVA 23223	804-780-4784	THREE TIMES
Maymont Pre-K	1211 South Allen Ave. RVA 23220	804-780-6125	THREE TIMES
Mary Scott Pre-K	4011 Moss Side Ave. RVA 23227	804-780-4783	THREE TIMES
Summer Hill Pre-K	4615 Ferguson Ln, RVA 23234	804-319-3007	THREE TIMES

### ELEMENTARY SCHOOLS

SCHOOL	SCHOOL ADDRESS	CAFÉ PH	FREQUENCY (per week)
Amelia St.	1821 Amelia St, RVA 23220	804-780-6125	THREE TIMES
Bellevue	2301 E Grace St, RVA 23223	804-780-5589	THREE TIMES
Blackwell	300 E 15 St, RVA 23224	804-319-3001	THREE TIMES
Broad Rock	4615 Ferguson Ln, RVA 23234	804-230-5236	DAILY
Cardinal	1745 Catalina Drive, RVA 23224	804-319-3003	DAILY
Carver, G.W	1110 W Leigh St, RVA 23220	804-780-5559	THREE TIMES
Chimborazo	3000 E Marshall St, RVA 23223	804-780-4995	THREE TIMES
Fairfield	2510 Phaup St, RVA 23223	804-780-8020	THREE TIMES
Fisher, J.B.	3701 Garden Rd, RVA 23235	804-327-5616	THREE TIMES
Fox @ Clark Springs	1101 Dance St. RVA 23220	804-780-6234	THREE TIMES
Francis, J.L.	5146 Snead Rd, RVA 23224	804-674-9493	THREE TIMES
Harrison-Jones, Lois (Formerly J.B. Cary ES)	3021 Maplewood Ave, RVA 23221	804-780-5524	THREE TIMES
Holton, L.H.	1600 W Laburnum Ave, RVA 23227	804-228-5315	THREE TIMES
Jones, Miles	200 Beaufont Hill Dr, RVA 23225	804-319-3190	DAILY
Marsh, Henry	813 N 28 St, RVA 23223	804-780-8070	THREE TIMES
McClenney, Frances (Formerly Ginter Park ES)	3817 Chamberlayne Ave, RVA 23227	804-780-8069	THREE TIMES
Munford, Mary	211 Westmoreland Ave, RVA 23226	804-780-5558	THREE TIMES
Oak Grove	2409 Webber Ave, RVA 23224	804-230-5834	THREE TIMES
Obama, Barack	3101 Fendall Ave, RVA 23222	804-780-4996	THREE TIMES
Overby Sheppard	2300 First Ave, RVA 23222	804-321-7683	THREE TIMES
Patrick Henry School of Science & Art	3411 Semmes Ave, RVA 23225	804-888-7061	THREE TIMES
Redd, E.D.	5601 Jahnke Rd, RVA 23225	804-319-3006	THREE TIMES
Reid, G.H.	1301 Whitehead Rd, RVA 23225	804-674-0984	DAILY
Southampton	3333 Cheverly Rd, RVA 23225	804-560-3329	THREE TIMES
Swansboro	3160 Midlothian Tpke, RVA 23224	804-319-3008	THREE TIMES
Westover Hills	1211 Jahnke Rd, RVA 23225	804-780-5317	THREE TIMES
Woodville	2000 N 28 St, RVA 23223	804-780-4998	THREE TIMES

### MIDDLE SCHOOLS

SCHOOL	SCHOOL ADDRESS	CAFÉ PH	FREQUENCY (per week)
Dogwood <i>(Formally Binford MS)</i>	1701 Floyd Ave, RVA 23220	804-780-5522	THREE TIMES
Boushall, T.C.	3400 Hopkins Rd, RVA 23234	804-780-8818	THREE TIMES
Brown, L.M.	6300 Jahnke Rd, RVA 23225	804-319-3020	THREE TIMES
Henderson, T.H.	4319 Old Brook Rd, RVA 23227	804-780-4783	THREE TIMES
Hill, A.H.	3400 Patterson Ave, RVA 23221	804-780-5520	THREE TIMES
King Jr., M.L.	1000 Mosby St, RVA 23223	804-780-4784	THREE TIMES
River City	6300 Hull Street, RVA 23224	804-320-2128	DAILY

### HIGH SCHOOLS

SCHOOL	SCHOOL ADDRESS	CAFÉ PH	FREQUENCY (per week)
Armstrong	2300 Cool Lane, RVA 23223	804-780-4794	THREE TIMES
Franklin Military	701 N 37 St, RVA 23223	804-780-8052	THREE TIMES
Huguenot	7945 Forest Hill Ave, RVA 23225	804-320-2204	DAILY
Jefferson, T.	4100 W Grace St, RVA 23230	804-780-8723	THREE TIMES
Marshall, John	4225 Old Brook Rd, RVA 23227	804-780-4368	THREE TIMES
<i>Richmond Alternative</i>	119 W Leigh St, RVA 23220	804-780-4368	THREE TIMES
<i>Richmond Technical</i>	2020 Westwood Ave. RVA 23230	804-780-4368	THREE TIMES
Richmond Community High School	201 E Brookland Pk Blvd, RVA 23222	804-780-4381	THREE TIMES
Richmond High School for the Arts <i>(Formally George Wythe HS)</i>	4314 Crutchfield St, RVA 23225	804-780-8819	THREE TIMES
<i>Open</i>	600 S Pine St, RVA 23220	804-780-8819	THREE TIMES

ATTACHMENT E



**CERTIFICATION  
OF  
CRIMES AGAINST CHILDREN**

The Contractor shall certify that Contractor, Contractor's employees, and all other persons who will have direct contract with students on school property during regular school hours or during school-sponsored activities have not been convicted of a violent felony set forth in the definition of barrier crimes in *Code of Virginia* §19.2-392.02. A., any offense involving the sexual molestation or physical or sexual abuse or rape of a child, or any crime of moral turpitude. In accordance with this paragraph, Contractor shall execute the certification and submit the certification contemporaneously with this executed Contract.

Pursuant to *Code of Virginia* §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above 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. Richmond Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

\*\*\*\*\*  
Have you or, to the best of your knowledge, any of your employees who will have direct contact with students been convicted of a felony set forth in the definition of barrier crimes in *Code of Virginia* §19.2-392.02. A., any offense involving the sexual abuse or rape of a child or any crime of moral turpitude?

☐ NO

☐ YES (please explain) \_\_\_\_\_

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

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

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

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

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

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

ATTACHMENT F



STATEMENT OF DEBARMENT

☐ I declare that my firm does not have any delinquent taxes owed to the state in which it is located to alleviate it from doing business with the State of Virginia and/or federal government within the past five (5) years.

☐ I acknowledge that my firm has *no* pending litigation and/or debarment from doing business with the State of Virginia and/or federal government within the past five (5) years.

☐ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Virginia and/or federal government, within the past five (5) years.

*If so, please explain in detail, indicating resolution and date.*

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
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Firm Name: 

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

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

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

Contact: \_\_\_\_\_ Phone No. \_\_\_\_\_



**NOTE:** *Failure to include litigation/debarment history or tax information will preclude you from doing business with Richmond Public Schools.*

**ATTACHMENT G**  
**CERTIFICATION AS TO NEW RESTRICTIONS ON LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

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

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

Company: \_\_\_\_\_