



PROCUREMENT DEPARTMENT
 Fauquier County Government & Public Schools
 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

Date: December 9, 2025
Contract No.: 26-071-CS-R-~~2025~~ **Countye**
Contractor: B W Wilson Paper Company, Ince
Contract Period: October 28, 2025 through March 4, 2026e
1st Renewal: March 4, 2026, through March 3, 2027

Contract Renewal:

Fauquier County Government and Public Schools wishes to exercise its option to renew the above referenced contract for a (1) one-year period. The renewal period will be from **March 4, 2026, through March 3, 2027**. This is the first of (2) two, one-year renewal options available.

It is understood and agreed that except as provided herein, all terms, conditions and prices remain the same during the renewed contract period. Please forward a current Certificate of Insurance, with "Fauquier County and/or Fauquier County Public School Board" endorsed as additional insured.

If this renewal is agreeable with **B W Wilson Paper Company, Inc.**, please sign below and return it to this office immediately. If you have any questions pertaining to this renewal, please do not hesitate to contact me. A copy of the fully executed contract renewal will be returned for your files.

	B W Wilson Paper Company, Inc.		Fauquier County Government and Public Schools, a political subdivision of the Commonwealth of Virginia
By:	Larry Rauppius Jr.	By:	<i>KSK</i>
Title:	President	Title:	Director of Procurement
Date:	12/10/25	Date:	12/10/2025



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Date: December 9, 2025
Contract No.: 26-071-CS-R--~~Schools~~ **Schools**
Contractor: B W Wilson Paper Company, Inc
Contract Period: October 28, 2025 through March 4, 2026
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If this renewal is agreeable with **B W Wilson Paper Company, Inc.**, please sign below and return it to this office **immediately**. If you have any questions pertaining to this renewal, please do not hesitate to contact me. A copy of the fully executed contract renewal will be returned for your files.

	B W Wilson Paper Company, Inc.		Fauquier County Government and Public Schools, a political subdivision of the Commonwealth of Virginia
By:	Larry Raupp Jr.	By:	<i>KSR/ha</i>
Title:	President	Title:	Director of Procurement
Date:	12/10/25	Date:	12/10/2025



FAUQUIER COUNTY GOVERNMENT

Contract # 26-071-CS-R

Riding County of Chesterfield, Virginia (Contract # ADMN2300401)

B W Wilson Paper Company, Inc.

This Agreement is made and entered into this 28th day of October 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **B W Wilson Paper Company, Inc.**, having its principal place of business at 2501 Brittons Hill Road, Richmond, Virginia 23230, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Paper and Envelopes.

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through March 4, 2026 with two (2) 1-year options to renew, at the mutual agreement of both parties

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) IFB ADMN23000125 for Paper and Envelopes dated December 20, 2022, inclusive of any attachment and addendums; and
- (4) County of Chesterfield Virginia Contract ADMN2300401, inclusive of all modifications and any documents included or incorporated by reference all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	B W Wilson Paper Company, Inc.		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:	Larry Raupp Jr.	By:	<i>[Signature]</i>
Title:	President	Title:	Director of Procurement
Date:	10/28/25	Date:	10/28/2025



FAUQUIER COUNTY PUBLIC SCHOOLS

Contract # 26-071-CS-R

Riding County of Chesterfield, Virginia (Contract # ADMN2300401)

B W Wilson Paper Company, Inc.

This Agreement is made and entered into this 29th day of October 2025, by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **B W Wilson Paper Company, Inc.**, having its principal place of business at 2501 Brittons Hill Road, Richmond, VA 23230, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Paper and Envelopes.

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through March 4, 2026 with two (2) 1-year options to renew, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) County of Chesterfield Virginia IFB ADMN23000125 for Paper and Envelopes dated December 20, 2022, inclusive of any attachment and addendums; and
- (4) County of Chesterfield Virginia Contract ADMN2300401 dated March 20, 2023, inclusive of all modifications and any documents included or incorporated by reference all of which are incorporated herein;

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

	B W Wilson Paper Company, Inc.		Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia
By:	Larry Rauppis Jr.	By:	KSE/cku
Title:	President	Title:	Director of Procurement
Date:	10/28/25	Date:	10/29/2025



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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 0000865-6.
- B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.
- C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

B.W. Wilson Paper Company, Incorporated
Legal Name of Company (as listed on W-9)

Lawrence H. Rauppis Jr.
Legal Name of Offeror/Bidder

10/28/25
Date

[Signature]
Authorized Signature

Lawrence H. Rauppis Jr. - President
Print or Type Name and Title

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DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits (figures denote minimum)</u>
<input checked="" type="checkbox"/>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<input checked="" type="checkbox"/>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<input checked="" type="checkbox"/>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End.o Best's Guide Rating-A-VIII or better or its equivalent	3.o \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<input type="checkbox"/>	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4.o \$1,000,000 (CSL) Each Claim
<input type="checkbox"/>	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
<input type="checkbox"/>	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
<input type="checkbox"/>	7.o Umbrella Liability Best's Guide Rating-A-VIII or better or its equivalent.	7. \$1,000,000 Minimum
<input type="checkbox"/>	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<input checked="" type="checkbox"/>	9.o Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured. (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<input checked="" type="checkbox"/>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<input checked="" type="checkbox"/>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<input checked="" type="checkbox"/>	12.o Contractor shall submit Certificate of Insurance within five (5) business days from notification of award and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

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

B.W. Wilson Paper Company, Incorporated
 FIRM

SIGNATURE

RETURN THIS PAGE



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CERTIFICATION OF NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property during regular school hours or during school-sponsored activities has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; or any crime of moral turpitude.

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

B.W. Wilson Paper Company, Inc.
 Company Name

ADMN2300401 Paper and Envelopes
 Contract # and Title

2501 Brittons Hill Rd Richmond, VA 23230
 Company Address

804-358-6715
 Company Phone Number

Larry Raupp Jr.
 Print Name of Authorized Representative

President
 Authorized Representative Title

[Signature]
 Authorized Representative Signature

10/28/25
 Date

RETURN THIS PAGE

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

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

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

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

CONDITIONS OF BIDDING

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

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
- 6. WITHDRAWAL OF BIDS/PROPOSALS:**

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

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

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case

of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

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

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER

TITLE

BID/PROPOSAL DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

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

18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
- Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror’s as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such

information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
- To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each subtier contractor performing under the primary contract-. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis 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*, § 2.2-4343.1(E)).

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

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

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
 - 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
 - c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the

Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.

45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor

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

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

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

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



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



IFB Number:..... ADMN23000125
Title:.....Paper and Envelopes
Issue Date:..... December 20th, 2022
Sealed Bids Due and Opening:.....January 23, 2023, 2:30 P.M.
Bid Opening Location:..... [Chesterfield County Virtual Bid Opening Link](#)

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Tracy O’Keefe, Senior Contract Officer, at (804) 748-1462, or by email to procurement@chesterfield.gov. **Inquiries must be received no later than January 11, 2023 at 4:00 p.m. in order to be considered.** Contact initiated by a bidder concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder from this transaction.

All prices shall be F.O.B. Destination: Various Locations in Chesterfield County
 Freight, delivery costs, and incidental charges shall be included.

My signature below certifies that:

- I agree to abide by all conditions of this bid and that I am authorized to sign this bid;
- the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
- that the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee’s immediate family shall have a proscribed personal interest in a contract; and
- that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.

In compliance with this Invitation for Bids and to all conditions imposed therein the undersigned offers and agrees to furnish the goods/services in accordance with this signed bid.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

This page must be returned with the Bid Form.

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I. PURPOSE

The purpose of this Invitations for Bid (IFB) is to establish requirements contract to obtain firm pricing and delivery for Paper and Envelopes for Chesterfield County (“the County”) and Chesterfield County Public Schools (“CCPS”). For purposes of this IFB, “the County” and “CCPS” are synonymous, except where otherwise required by context or law. There are currently two (2) main users of paper within the County and Schools. They are Chesterfield Technical Center Printing Services and County Print Shop. However, all County departments and schools will be utilizing this contract.

II. SCOPE OF WORK/SPECIFICATIONS

Supply and deliver Paper and Envelopes on an as needed basis as follows:

1. Paper shall be guaranteed to run on standard high-speed digital black and white, and color printers, duplicators and high-speed copiers.
2. The contractors shall be responsible for transportation of all items covered under this contract. Individual orders shall be packaged to ensure security and to prevent damage from exposure to outside elements.
3. Paper shall be contained in factory sealed packages and only full cases shall be ordered and shipped Minimum order will be one (1) case.
4. The Contractor shall be responsible for unloading and inside delivery of all products ordered.
5. Emergency orders shall be delivered within forty-eight (48) hours of receipt of order.
6. Deliveries shall be received within five (5) days after receipt of order unless other arrangements have been made with the ordering facility. The Contractor shall notify the ordering facility immediately of a delay of any shipment ordered. No Friday deliveries to CCPS locations June through August.
7. The brand bid shall remain the same during the course of the term(s) of the contract unless a product is discontinued by the manufacturer. The Contractor shall offer a like item for a price equal to or less than the original price and shall be approved, in writing, by the County, prior to any orders being placed.
8. If, in the opinion of the County of Schools, a product bid and awarded does not achieve the desired results on County or School equipment, the County may request a product substitution that will obtain desired results that is equal to less than the original price, i.e., too many flakes coming off the paper while printing, etc.
9. The listed papers have been thoroughly tested in the County and Schools Print Shops and found to run smoothly with minimal paper jams and consistently product a high-quality product. It has been determined that the only acceptable mill brands for this solicitation shall be per Attachment A.

10. Alternate Mill Brands, bidders who submit other paper mill brands for this solicitation may be required to submit samples as needed for evaluation. Any cost associated with this requirement shall be borne by the bidder.
11. Lot 3: Text and Cover-Coated-Items #20 through #24 on the Bid Form references different manufacturers within the lot. Bidder shall bid one manufacturer for the entire lot.
12. This contract is open to all Chesterfield County Departments and Schools. Main Delivery addresses for the contract are as follows and **do not have** a loading dock. However, there are approximately 115 different locations that will purchase from this contract and **they do not** have loading docks.
 - a. Chesterfield Tech Center at Courthouse, 10101 Courthouse Road, Chesterfield, VA 23832
 - b. Chesterfield County Printing Center, 9908 Lori Road, Chesterfield, VA 23832mWhen used: Commodities only when detailed specifications are provided (e.g., vehicles, equipment, etc.); contract officer to select the appropriate version:

III. INSTRUCTIONS

A. **Submission and Receipt of Bids**

1. Sealed bids shall be received at Chesterfield County, Lane B. Ramsey Building, c/o Procurement Department, 9901 Lori Road, P.O. Box 51, Chesterfield, Virginia, 23832 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 official time clock stamp. Bidders are responsible for ensuring that their bids are stamped by Procurement Department personnel or designee before the deadline. Late bids shall be rejected.
2. Should the bidder decide to utilize an express delivery service or hand deliver, please note that the Lane B. Ramsey Building is located at the intersection of Ironbridge Road (State Route 10) and Lori Road. All bids shall be delivered to the Lobby.
3. Bids or changes to a bid response shall not be accepted via fax or email.
4. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will

default to the next regular business day at the same time.

5. All bids shall be signed in the space provided for a signature on the cover sheet and returned. 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.
 6. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
 7. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
 8. No bid shall be altered or amended after the specified time for opening.
 9. If you are an individual with a disability and require a reasonable accommodation in order to participate in this procurement, please notify the Procurement Department at (804)748-1617 as soon as possible.
 10. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: www.chesterfield.gov/procurement.
- B. **Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening:** A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Procurement Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.

IV. **TERMS AND CONDITIONS**

The following terms and conditions are applicable to, and incorporated by reference in, any governmental procurement from a nongovernmental source conducted by the Chesterfield County Procurement Department (or pursuant to delegated purchasing authority) on behalf of all Chesterfield County public bodies, as public bodies are defined in *Code of Virginia* Section 2.2-4301, as amended, including any agencies, boards, authorities, schools, or other entities for which the Chesterfield County Procurement Department acts as purchasing agent. The term "County" as used in any general or special terms and conditions includes the applicable entity or entities listed above as the context may require.

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

A. **GENERAL TERMS AND CONDITIONS**

1. **Addenda:** Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Most addenda are downloadable from the Procurement Department web site at: www.chesterfield.gov/ping. Each bidder/offeror is responsible for obtaining all addenda posted at the Procurement Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid/proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
2. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
3. **Assignment of Contract:** The County and Contractor bind themselves, and any successors, and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
4. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this paragraph.
5. **Change Orders:** Change orders must be approved by the County prior to work

being performed.

6. Commitment to Diversity and Chesterfield Businesses:

- a. Chesterfield County is a growing progressive community consisting of an increasingly diverse population.
- b. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, service-disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, service-disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects. Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, service-disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Procurement Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.
- c. Definitions:
 - i. Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.
 - ii. Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (Code of Virginia Section 2.2-4310, as amended)
 - iii. Service Disabled Veteran-Owned Business (SDVOB) – a business that is at least 51% owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled

veterans. (Code of Virginia Section 2.2-4310, as amended)

- iv. Small Business (SB) – a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (Code of Virginia Section 2.2-4310, as amended)
 - v. Women-Owned Business (WOB) – a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (Code of Virginia Section 2.2-4310, as amended)
- d. This provision only applies to contracts valued in excess of \$10,000.

If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service-disabled veteran-owned businesses. (*Code of Virginia*, Section 2.2-4310, as amended)

7. **Contract Execution:** Though the term “County” is defined herein to include distinct entities, the contract shall be entered into by, and in the name of, the specific entity receiving the benefit of the goods and services.
8. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.
9. **Contractor’s Authorization To Transact Business:** In accordance with Code of Virginia Section 2.2-4311.2, as amended, any bidder/offeror 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. Any bidder/offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any bidder/offeror that is not required to be authorized to transact

business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required law, shall include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. This information shall be provided in the attachment included in the solicitation titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid/proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of any contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.

10. **Copyrights or Patent Rights:** The bidder/offeror certifies by submission of a bid/proposal that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of any solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss or expense incurred by any such violation, or alleged violation.
11. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
12. **Drug Free Workplace:** (*Code of Virginia, Section 2.2-4312, as amended*) This provision only applies to contracts valued in excess of \$10,000.
 - a. During the performance of this contract, the Contractor agrees to
 - i. provide a drug-free workplace for the Contractor's employees.
 - ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - iii. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
 - iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

14. Environmental, Health & Safety (EHS):

- a. The Contractor shall follow all federal, state and local environmental and safety laws and regulations. Chesterfield County’s Department of Risk Management, Environmental, Health and Safety Division maintains an EHS system based on ISO 14001 and 45001 standards. The Bidder shall review and comply with the Contractor EHS Guidelines (EHS.FORM.0011) accessible at <https://www.chesterfield.gov/848/Policy-Procedures>. The Contractor shall work with the County Project Manager to manage and control those activities that may cause environmental impact or present a safety hazard. Bid pricing shall include all costs associated with controls, permits and training to ensure regulatory compliance and to protect human health and the environment.
- b. The Contractor, its employees and Subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health (VOSH)

Compliance Program administered by the Virginia Department of Labor and Industry. The provisions of all rules and regulations governing safety as adopted by the Safety and health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the contract. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Contractor.

- c. The Contractor shall provide a supervisor for each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's or Subcontractor's employees from the work site.
 - d. The Contractor may be required to provide to the County a copy of the Contractor's policies or manuals related to Environmental, Health & Safety compliance, and/or copies of training records for Contractor or Subcontractor employees.
 - e. If the County provides written or verbal notice to the Contractor that any of his activities have been determined to be hazardous and need to be stopped, the Contractor shall immediately discontinue those activities until notified by the County that he may resume activities.
 - f. If requested by the County Project Manager, the Contractor shall provide a written health and safety plan for the project prior to proceeding with work.
15. **ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804)748-1673 with questions.
16. **Faith-Based Organizations:** (*Code of Virginia*, Section 2.2-4343.1, as amended) Chesterfield County does not discriminate against faith-based organizations.
17. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.
18. **Force Majeure:** Neither party shall be held liable or responsible to the other party

nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

19. Governing Law: Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.

20. Indemnification: The Contractor shall hold harmless and indemnify the County, its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, the County is prohibited from indemnifying the Contractor, subcontractors, or any third-party beneficiaries of the contract(s).

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

22. Mistakes in Bids

a. Mistakes discovered following bid opening but prior to award:

- i. If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the 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. The County reserves the right to audit price extensions and/or totals and may use corrected price extensions and/or totals after such audit to determine the apparent low bidder. The County is not responsible for a bidder's clerical or mathematical errors. The County further reserves the right to reject any bid in whole or in part, delete items before making an award, or waive any informality, in accordance with the Virginia Public Procurement Act.

- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.
23. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
 24. **Negotiation:** In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the procurement director, or his designee, with assistance from the user department or specific entity.
 25. **Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Code of Virginia Sections 2.2-4352 and 2.2-4354, as amended. Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:
 - a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
 - b. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 26. **Payment Card Industry Data Security Standards:** If (a) contractor stores, processes, or transmits cardholder data or engages in credit card processing, or (b) the goods or services provided by contractor involve credit card processing or the storage, processing, or transmission of cardholder data, then contractor shall comply with the Payment Card Industry Data Security Standards established by the PCI Security Standards Council, available at https://www.pcisecuritystandards.org/pci_security/maintaining_payment_security. These standards ensure the protection of payment account data throughout the payment lifecycle, including credit card and debit card numbers, access codes, and

other cardholder data and sensitive authentication data.

27. Precedence of Terms: All Special Terms and Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Terms and Conditions, then the General Terms and Conditions shall prevail in their entirety.

28. Preferences (not applicable to competitive negotiations):

- a. In accordance with Code of Virginia Section 2.2-4324(B), as amended, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Code of Virginia Section 2.2-4324(D), as amended, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.
- b. In accordance with Code of Virginia Section 2.2-4328, as amended, and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to Code of Virginia Section 2.2-4324, as amended, or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

29. Proprietary Information: *Code of Virginia*, Section 2.2-4342(F), as amended, states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder,

offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by Code of Virginia Section 2.2-4342(F), as amended, is not properly invoked then the bids/proposals will be subject to disclosure pursuant to applicable law.

- 30. Quality Expectation Statement:** The County, through its quality initiative, is a recognized leader in providing quality goods and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the County’s total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide goods and services with a target of “zero defects - zero rework”.
- 31. References:** If requested, the bidder/offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders/offerors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder/offeror.
- 32. Safety:**
- a. The Contractor shall provide a supervisor at each job site who is competent, qualified, has authority over the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public and shall be capable of ensuring compliance with all applicable safety and health regulations, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor’s employees from the work site. This supervisor shall be accessible by the County Project Manager, the County Procurement Department, and County Department of Risk Management.
- 33. Security Breach:** “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which County data is exposed to unauthorized disclosure, access, alteration, or use. Upon becoming aware of a security breach or a suspected security breach, Contractor agrees to promptly (but no later than 48 hours after becoming aware of a breach or suspected breach) notify the County; fully investigate the event; and cooperate fully with the County’s investigation of and response to the event. Except as otherwise provided by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other

entities, without prior written permission from the County.

- 34. Sensitive Information Handling:** Any information in the possession of the County which is specific to an employee, student, citizen, County business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the County's department head, if any, and the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the consent must be obtained from the Chesterfield County Chief Information Officer, or his designee. Any access to County information by contract workers from outside the County intranet shall be in accordance with existing technology security policies and procedures as required by the executed contract. Contract worker network connected computer equipment will be subject to all applicable County policies and procedures. Any exception to the application of these policies shall require approval by the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the approval must be obtained from the Chesterfield County Chief Information Officer, or his designee.
- 35. Taxes:** The County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid/proposal.
- 36. Technology Agreements:** The bidder shall submit terms of service, terms of use, end user license agreements, software license agreements, etc. with the bid for any online activity (i.e., hosted, online, portal, website, support site, etc.) that is required to use or support the product or service being provided.
- 37. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- 38. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
- a. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly

and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor.

- b. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

39. **Unauthorized Aliens:** (*Code of Virginia*, Section 2.2-4311.1, as amended) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
40. **Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid/proposal and demonstrate in the bid/proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
41. **Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.
42. **Withdrawal of Bids (not applicable to competitive negotiations):**
- a. Withdrawal: Construction (*Code of Virginia* Section 2.2-4330, as amended)
 - i. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw its 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 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 its bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid 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.

- ii. The bidder shall give notice in writing to the Procurement Director of its claim of right to withdraw its bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidder's request, be considered as trade secrets or proprietary information subject to compliance with the provisions of Code of Virginia Section 2.2-4342(F), as amended.
- iii. Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, or Code of Virginia Section 2.2-4330, as amended, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

b. Withdrawal: Other than Construction

A bidder for a public contract may request withdrawal of its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of its bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of work papers, documents or materials used in the preparation of the bid sought to be withdrawn. Such notice shall be sent to the Procurement Department prior to award. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of Code of Virginia Section 2.2-4342(F), as amended.

B. SPECIAL TERMS AND CONDITIONS

1. **Acceptance of Goods/Services:** The goods and/or services delivered under a resulting contract shall remain the property of the Contractor until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the Contractor or revoke acceptance of the defective or non-conforming goods and return goods to the Contractor at the Contractor's expense.
2. **Acceptance of Purchasing Card:** The County is working to streamline procedures for procuring and paying for small dollar goods and services. One method now being put to use throughout the County is the use of a Purchasing Card. Bidders responding to this solicitation should note that acceptance of payment by the Purchasing Card may become mandatory during the term of the contract. Should the County decide to expand the use of the Purchasing Card, vendors receiving an award under this solicitation will have 90 days after receipt of such notice to make the necessary arrangements to be in the position to accept the Purchasing Card.
3. **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.
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 the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

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

The Contractor shall be responsible for making all changes in the work necessary to adapt and accommodate "equal" products which are submitted and accepted in lieu

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

5. **Condition of Items:** All materials used for the manufacture or construction of supplies, materials, or equipment covered by this solicitation shall be new. Unless otherwise provided in the solicitation, products bid must be new, the latest model, the best quality, and the highest-grade workmanship.
6. **Contact with Students:** As required by *Code of Virginia*, Section 22.1-296.1, as amended, Bidders who will provide services that will place Contractor or Contractor's employees in direct contact with students on school property during regular school hours or during school-sponsored activities, shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. 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.

7. **Contract Term/Contract Renewal/Contract Extension**

a. Contract Term

The initial term of this contract shall be effective from execution of Contract through March 31, 2024.

b. Contract Renewal (requirements contract based on unit prices)

This contract may be renewed by the County for four (4) successive one-year periods under the terms and conditions of the original contract. Price adjustments at the time of renewal shall be in accordance with the Price Escalation/ De-escalation.

- i. **Price Escalation/De-escalation:** Price adjustments may be permitted for changes in the Contractor's cost of materials. Contracting parties shall re-negotiate any price changes. No price increases will be authorized for 120 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 120 calendar days thereafter and only where verified to the satisfaction of the Procurement Department. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Procurement Department.

Contractor shall give not less than 30 calendar days advance notice of any price increase to the Procurement Department. Any approved price changes will be effective only at the beginning of the calendar month following

the end of the full 30 calendar days notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The Procurement Department will notify the Contractor in writing of the effective date of any increase which it approves. The Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the price stated on the purchase order. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Procurement Department.

c. Contract Extension

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

8. **Cooperative Procurement:** This procurement is being conducted by Chesterfield County in accordance with the provisions of *Code of Virginia*, Section 2.2-4304, as amended. If agreed to by the Contractor, other public bodies may utilize this contract, except for 1) contracts for architectural and engineering services; or, 2) construction contracts. The Contractor shall deal directly with any public body it authorizes to use the contract. The County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Chesterfield County contract. The County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
9. **Descriptions:** The descriptions of items in the specifications are equally as important as the manufacturer's model/product numbers. If the bidder finds any inconsistency between the manufacturer's model/product numbers and the description, the bidder shall notify the Chesterfield County Purchasing Department prior to the submission of the bid.
10. **Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.**

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by

himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the County, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

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

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

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

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

- e. Must reflect that the Commercial General Liability policy names Chesterfield County Public Schools, the County of Chesterfield, their officers, employees, and agents, as

an additional insured by endorsement to the policy or as required by contract. Additional insured status applies to all work of the named insured performed on behalf of Chesterfield County Public Schools and the County of Chesterfield for this policy period.

- f. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the County.
- g. Must have an authorized signature;
- h. The Certificate Holder should be listed as:

Chesterfield County
c/o Purchasing Department
P.O. Box 51
Chesterfield, VA 23832-0001

- 11. **No Substitute:** Products other than that of the manufacturer specified will not be considered for award under this solicitation.
- 13. **Price Escalation/De-escalation:** Price adjustments may be permitted for changes in the Contractor's cost of materials. Contracting parties shall re-negotiate any price changes. No price increases will be authorized for 120 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 120 calendar days thereafter and only where verified to the satisfaction of the Purchasing Department. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Purchasing Department.

Contractor shall give not less than 30 calendar days advance notice of any price increase to the Purchasing Department. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 calendar days notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

The Purchasing Department will notify the Contractor in writing of the effective date of any increase which it approves. The Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the price stated on the purchase order. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Purchasing Department.

- 14. **Return Policy:** Bidders shall provide a copy of their return policy with the bid.

15. Requirements Contracts: Quantities set forth in solicitations seeking a source of supply for requirements contracts for goods and/or services are estimates only. No guarantee or warranty is given or implied by the County as to any minimum or total amount that may be purchased from any resulting contracts. The Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such quantities are more or less than those set forth in the solicitation and/or the pricing schedule.

In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.

16. Special Educational or Promotional Discounts: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the County during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

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

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

Award will be made to the lowest responsive and responsible bidder(s) by Lot or Grand Total Bid bases. If it becomes necessary to delete items from the Pricing Schedule, the award will be based on the remaining items within the Lot or the Grand Total Bid.

B. PRICING SCHEDULE

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

LOT 1: BONDED

Item No.	Description	Brand and Stock Number	Estimated Annual Usage	Unit Price	Total Amount
1.	Dual Purpose, minimum 92 Bright, 20 lb. White, 8 ½" x 11". Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$/_____/Case		106,500 thousand	/Thousand	
2.	Bond Multipurpose, minimum 97 Bright, 20 lb. White, 8 ½" x 11", Navigator or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$/_____/Case		3,800 thousand	/Thousand	
3.	Bond, Multipurpose, minimum 97 Bright, 20 lb. White, 8 ½" x 11", 3-hole drilled, Navigator or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$/_____/Case		800 thousand	/Thousand	
4.	Bond, Multipurpose, minimum 97 Bright, 28 lb. White, 8 ½" x 11", Navigator or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$/_____/Case		62 thousand	/Thousand	

Item No.	Description	Brand and Stock Number	Estimated Annual Usage	Unit Price	Total Amount
5.	Bond, Multipurpose, minimum 92 Bright, 20 lb. White, 8 ½" x 14", Spectrum or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		2,500 thousand	/Thousand	
6.	Bond, Multipurpose, minimum 97 Bright, 20 lb. White, 11" x 17", Navigator or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		150 thousand	/Thousand	
7.	Bond, Multipurpose, minimum 97 Bright, 24 lb. White, 11" x 17", Navigator or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		800 thousand	/Thousand	
8.	Bond, 25% Cotton Fiber, Watermarked, White, Smooth or Cockle Finish, 96 Bright, 24 lb., 8 ½" x 11". Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		200 thousand	/Thousand	
9.	Bond, minimum 97 Bright, 28 lb., White, 8 ½" x 11" Cougar or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		10 thousand	/Thousand	

Item No.	Description	Brand and Stock Number	Estimated Annual Usage	Unit Price	Total Amount
10.	Bond, minimum 97 Bright, 28 lb., White, 11" x 17", Cougar or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		40 thousand	/Thousand	
11.	Bond, 25% cotton fiber, watermarked, light cockle finish, 30% recycle, 96 bright, 20 lb. white, 8 1/2" x 11". Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		650 thousand	/Thousand	
12.	Bond, Multipurpose, Colors, 30% Recycled, 20 lb. 8 1/2" x 11". Specify available colors: _____ _____ _____ Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		5,500 thousand	/Thousand	
13.	Bond, Multipurpose, Colors, 30% Recycled, 20 lb. 8 1/2" x 14". Specify available colors: _____ _____ _____ Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		95 thousand	/Thousand	
SUB-TOTAL LOT 1: BONDED				\$	

NOTE: ITEMS 12 AND 13 SHALL BE OF THE SAME MANUFACTURER

**NOTE: ITEMS WITHIN LOT 2 SHALL BE OF THE SAME MANUFACTURER
 LOT 2: TEXT AND COVER UNCOATED**

Item No.	Description	Brand and Stock Number	Estimated Annual Usage	Unit Price	Total Amount
14.	Text, Bright Color, Smooth Finish, 60 lb. 8 ½" x 11". Specify available colors: _____ _____ _____ Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		45 thousand	/Thousand	
15.	Text, Bright Color, Smooth Finish, 60 lb. 11" x 17". Specify available colors: _____ _____ _____ Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		80 thousand	/Thousand	
16.	Cover, 65 lb. or Vellum Bristol, 67 lb, 8 ½" x 11". Specify available colors: _____ _____ _____ Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		355 thousand	/Thousand	

Item No.	Description	Brand and Stock Number	Estimated Annual Usage	Unit Price	Total Amount
17.	Cover, 65 lb. or Vellum Bristol, 67 lb., 11" x 17". Specify available colors: _____ _____ Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		65 thousand	/Thousand	
18.	Cover, Bright Color, 65 lb., 30% Recycled, 8 ½" x 11". Specify available colors: _____ _____ Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		82 thousand	/Thousand	
19.	Cover, Bright Color, 65 lb., 30% Recycled, 11" x 17". Specify available colors: _____ _____ Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		16 thousand	/Thousand	
SUM-TOTAL- LOT 2 TEXT AND COVER UNCOATED			\$		

NOTE: ITEMS WITHIN LOT 3 SHALL BE OF THE SAME MANUFACTURER
LOT 3: TEXT AND COVER- COATED

Item No.	Description	Brand and Stock Number	Estimated Annual Usage	Unit Price	Total Amount
20.	Text, Silk Coated, 2 sides, 80 lb. White, 8 1/2" x 11", Pro Digital or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		40 thousand	/Thousand	
21.	Text, Silk Coated, 2 sides, 80 lb. White, 11" x 17", Pro Digital or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		20 thousand	/Thousand	
22.	Text, 100 lb. White, 12" x 18", Pro Digital or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		60 thousand	/Thousand	
23.	Cover, 80 lb. White, 12" x 18", Pro Digital or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		34 thousand	/Thousand	
SUB-TOTAL- LOT 3: TEXT AND COVER- COATED				\$	

LOT 4 INDEX

Item No.	Description	Brand and Stock Number	Estimated Annual Usage	Unit Price	Total Amount
24.	Index, 90 lb. White, 8 ½" x 11". Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		160 thousand	/Thousand	
SUB-TOTAL- LOT 4: INDEX				\$	

LOT 5: OFFSET

Item No.	Description	Brand and Stock Number	Estimated Annual Usage	Unit Price	Total Amount
25.	Offset, 60 lb., 8 1/2" x 11", Natural, Cream or Colonial White. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		50 thousand	/Thousand	
26.	Offset, 60 lb., 11" x 17", Colors: Specify available colors: _____ _____ _____ Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		69 thousand	/Thousand	
SUB-TOTAL- LOT 5: OFFSET				\$	

27.	Carbonless, 2 part reverse, 20 lb., black image, 8 ½" x 11", pre-collated, Canary-CF, White-CB, Mead Excel or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		980 thousand	/Thousand	
28.	Carbonless, 3 part reverse, 20 lb., black image, 8 ½" x 11", pre-collated, Pink-CF, Canary-CFB, White-CB, Mead Excel or equal. Provide number of sheets per ream, box or pack _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____		995 thousand	/Thousand	
29.	Carbonless, 4 part reverse, 20 lb., black image, 8 ½" x 11", pre-collated, Gold-CF, Pink-CFB, Canary-CFB, White-CB, Mead Excel or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		360 thousand	/Thousand	
30.	Carbonless, 5 part reverse, 20 lb., black image, 8 ½" x 11", pre-collated, Gold-CF, Pink-CFB, Canary-CFB, Green-CFB, WhiteCB, Mead Excel or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		136 thousand	/Thousand	

LOT 6: ENVELOPES:

Item No.	Description	Brand and Stock Number	Estimated Annual Usage	Unit Price	Total Amount
31.	Envelopes, Regular, 24 lb., #6 3/4, White, Diagonal Seam. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		50 thousand	/Thousand	
32.	Envelopes, Regular, 24 lb. #9, White, Diagonal Seam, Print-master or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		70 thousand	/Thousand	
33.	Envelopes, Regular, 60 lb. #9, Blue, Commercial. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		30 thousand	/Thousand	
34.	Envelopes, Regular, 60 lb. #9, Green, Commercial. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		25 thousand	/Thousand	
35.	Envelopes, Regular, 24 lb., #10, White, Diagonal Seam. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		350 thousand	/Thousand	

Item No.	Description	Brand and Stock Number	Estimated Annual Usage	Unit Price	Total Amount
36.	Envelopes, Window, 24 lb., #10, White, Diagonal Seam. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		10 thousand	/Thousand	
37.	Envelopes, Regular, 24 lb., #10, Canary, Diagonal Seam. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		40 thousand	/Thousand	
38.	Envelopes, Regular, 24 lb., #11, White, Diagonal Seam. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		15 thousand	/Thousand	
39.	Envelopes, Window, 24 lb., #11, White, Diagonal Seam. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		1 thousand	/Thousand	
40.	Envelopes, Booklet, Kraft, 28 lb., 6"x 9", Brown, No Clasp. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$ _____/Case		12 thousand	/Thousand	

Item No.	Description	Brand and Stock Number	Estimated Annual Usage	Unit Price	Total Amount
41.	Envelopes, 70 lb. Natural, Size 10, Cougar or equal. Provide number of sheets per ream, box or pack: _____/_____ Provide number of sheets, reams, boxes or packs per case: _____/_____ \$/_____ /Case		100 thousand	/Thousand	
SUB-TOTAL-LOT 6 ENVELOPES				\$	

SUB -TOTALS AND GRAND TOTALS:

SUB-TOTAL- LOT 1: BOND	\$
SUB-TOTAL- LOT 2: TEXT AND COVER-UNCOATED	\$
SUB-TOTAL- LOT 3: TEXT AND COVER- COATED	\$
SUB-TOTAL- LOT 4: INDEX	\$
SUB-TOTAL- LOT 5: OFFSET	\$
SUB TOTAL- LOT 6 ENVELOPES	\$
GRAND TOTAL LOT 1- LOT 6	\$

C. 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 _____

D. BUSINESS CLASSIFICATION

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms submitting bids will receive equal consideration (refer to Clause 6 of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

- Minority-Owned Business: Yes No
- Women-Owned Business: Yes No
- Chesterfield Business: Yes No
- Small Business: Yes No
- Service Disabled Veteran-Owned Business: Yes No

E. BIDDER'S CHECKLIST

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

Provide completed cover page to include signature.

Provide completed Bid Form.

Provide completed Attachment A.

F. CONTRACTOR'S REPRESENTATIVE

Please furnish the name(s) of a contact person, address, telephone, fax number, and

email address for placing orders:

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

G. CONTRACTOR’S REPRESENTATIVE – Project Manager/Supervisor:

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

H. PAYMENT TERMS

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County.

Our terms are: _____

I. BIDDER DATA

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

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

_____ years _____ months

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

Company Name, Address, Phone Number and Contact Person’s Name and Email

Address:

1. _____

2. _____

3. _____

ATTACHMENT A: ACCEPTABLE MILL BRANDS

Appvion	Boreal
Astro Brights	Moorim Pro-Digital
Beckett Cambric	Mead Westvaco/Quality Park/Cenveo
Cougar	Mohawk
Domtar Copy	Navigator
Domtar Earthchoices	Nekoosa Gloss
Domtar Husky Copy	Office Paper by Soporcel
Econosource Dual Purpose, Boise Cascade or Georgia Pacific	Office Depot White Paper, Red Top
Enterprise Willcopy	Print Master
Exact	Spectrum
FasCopy	Springhill
Galleria silk	Sterling
Georgia Pacific, Spectrum Multipurpose	Stora Homework Multipurpose
Glatfelter Excel One	Suzano Report
Hammermill Paper, Tidal MP	Titan Gloss
Hewlett Packard HP Office Paper	TST/Impreso
Highland Computer Forms	Neenah Royal Cotton
International Paper, Memoryware	Xeorx Vitality 4200
International Paper, Relay MP	Xerox Elite Digital
International Paper, RepliCopy	International Paper, Vector MP

ATTACHMENT B - Virginia State Corporation Commission (SCC) Registration
information

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

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

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

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

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

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

CONTRACT #ADMN2300401

B.W. Wilson Paper Company
2501 Brittons Hill Road
Richmond, Virginia 23230
(Contractor)

hereby agrees to sell, and the

**COUNTY OF CHESTERFIELD AND
THE SCHOOL BOARD OF THE COUNTY OF CHESTERFIELD, VIRGINIA**
Chesterfield, Virginia 23832
(Buyer)

hereby agrees to buy the products/services hereinafter specified, upon the following terms and conditions:

1. The Contractor agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth in IFBADMN23000125, **Requirements Contract #ADMN2300401 for Paper and Envelopes**. Buyer's requirements of the products/services hereinafter specified are for the term of **April 1, 2023 through March 4, 2024**. The continuation of the terms, conditions, and provisions of this contract beyond June 30 of any year, the end of the County's fiscal year, are subject to its approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.

2. It is understood and agreed between the parties to this contract that the County of Chesterfield and The School Board of the County of Chesterfield, Virginia shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.

The products or services which Contractor agrees to sell and Buyer agrees to buy, and the prices to be paid, are as stated on the attachment.

3. Chesterfield County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1.

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor 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.

D. The Contractor shall include the provisions of the foregoing paragraphs 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.

5. During the performance of this contract, the Contractor agrees to:

A. Provide a drug-free workplace for the Contractor's employees.

B. 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.

C. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

6. It is further understood and agreed between the parties hereto that all of the conditions and provisions in this contract shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the contract shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld. Any attempted assignment or transfer of interest without the prior written consent of the other party shall be void, and of no force or effect.

7. The Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

8. The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements.


9. The Contractor agrees that he does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, in accordance with the Code of Virginia, §2.2-4311.1.

10. The Contractor shall deliver commodities and/or services F.O.B. to Buyer's facility at: «fob». If deliveries are made to Buyer's facility and said facility is moved or relocated by the Buyer during the initial or any succeeding term of this contract, the Contractor hereby agrees that he shall deliver the commodities and/or services to the new facility at the same price as set forth in Paragraph 2 of this contract.

- 11. Terms of payment: **Net 30.**
- 12. **Delivery of Product in 5 days.**
- 13. This contract supersedes all prior written or oral agreements or proposals between the parties, regarding the subject matter of this contract.
- 14. The Contractor shall hold harmless and indemnify the County, the School Board, and its officers, officials, employees and agents against any all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- 15. This contract shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- 16. It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- 17. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

BUYER'S ACCEPTANCE

County of Chesterfield

SIGNATURE  _____


NAME (type/print) Stephanie S. Brown

TITLE Procurement Director

DATE 3/20/2023

CONTRACTOR'S ACCEPTANCE

B. W. Wilson Paper Company

SIGNATURE  _____

NAME (type/print) Larry Rauppius Jr.

TITLE President

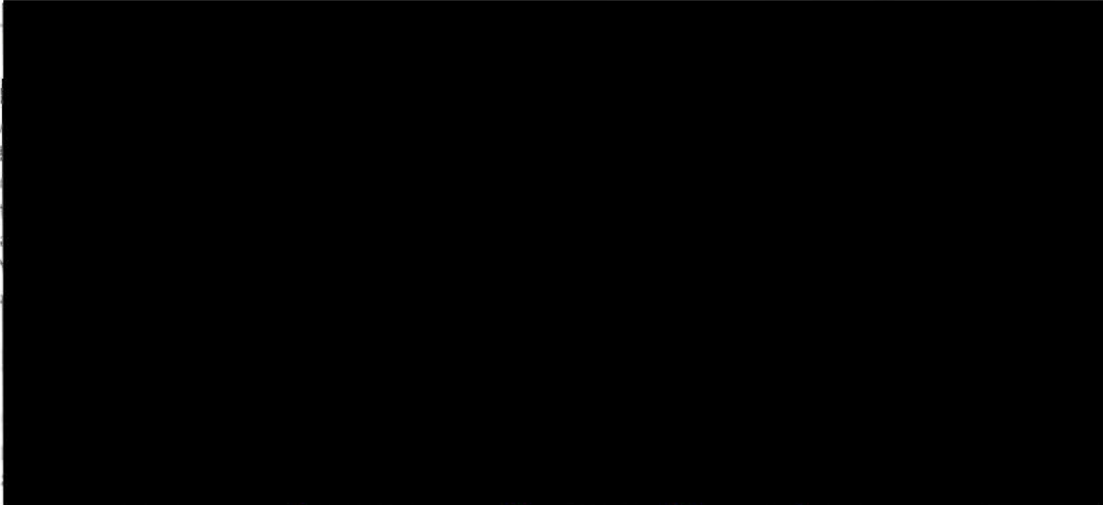
DATE 3/6/23

Attachment A: Return Policy

Return Policy (Per Page # 23)

CONDITIONS OF SALE

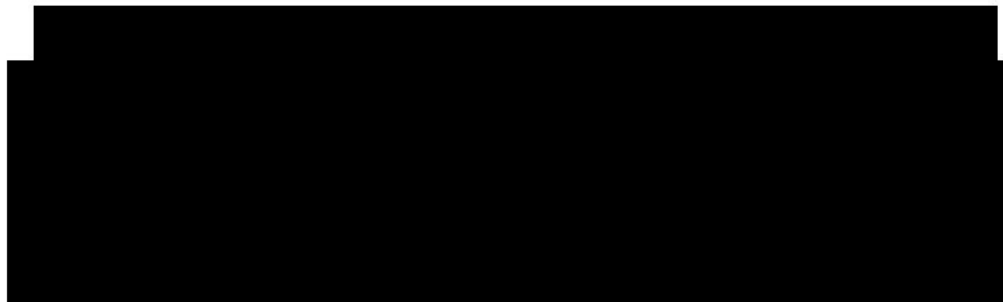
Our desire is to be of service to you. You can depend on us to give your orders our utmost attention. For our mutual understanding, we list the following items concerning sales policies.



ALLOWANCES: (General Return Policy)

No allowance can be made after paper is cut, ruled, or printed. Check your stock carefully upon arrival and notify us promptly of any errors. Please consult with us before returning any merchandise. Credit will be issued upon receipt of stocking goods in saleable condition, less transportation charge out and in, plus 10% for handling & reconditioning returned merchandise. We cannot allow nonstock items to be returned unless the items have been approved by the vendor for return in which the customer is responsible for all freight and vendor charges.

The transportation company's receipt for shipment in good condition constitutes delivery, and our responsibility ceases there. When goods are received in damaged condition, require the transportation agent to make a note of the damage on the freight bill. If this is done, no difficulty will be experienced in collecting legitimate claims. If you give the transportation company a clear receipt for damaged goods, you absolve the transportation company of any claim for damages and make it extremely difficult to process a claim successfully. We are willing at all times to assist our customers with collection of claims.



CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CONTRACT PRICING/INFORMATION SHEET

B. W. Wilson Paper Company, Inc.
2501 Brittons Hill Road
Richmond, VA 23230

Telephone: 804-358-6715
Fax: 804-358-4742
Contact: Larry Rauppius, Jr.
Email: lrauppiusjr@bwwilson.com
Terms: Net 30
F.O.B.: Chesterfield County
Delivery: 5 days

CONTRACT SUBJECT: Paper and Envelopes
PRODUCT CODE: 645-99 – Paper and 310-99 - Envelopes
CONTRACT PERIOD: April 1, 2023 through March 31, 2024
(First of Five Terms)
CONTRACT NUMBER: ADMN2300401

INSTRUCTIONS

The contractor shall provide goods and services only after receipt of a written or verbal Chesterfield County Purchase Order containing a purchase order number. Any services provided without a written purchase order or a verbal request containing a purchase order number shall be at the contractor's expense.

The using department/schools shall include the applicable contract number on each purchase requisition/purchase order.

Purchase Orders issued against the contract are limited to goods and services contained in the contract.

Inspection of all goods/services received and approval of the Contractor's invoice is the responsibility of the using departments/schools. The pricing on the invoice must be in accordance with the contract pricing.

PRICING SCHEDULE

LOT 1: BOND

Item No.	Description	Unit Price	Case Price
1.	Dual Purpose, minimum 92 Bright, 20 lb. White, 8 ½" x 11", 500 sheets/ream, 5,000 sheets/case, Boise#OX9001	\$8.86 /thousand	\$44.30
2.	Bond Multipurpose, minimum 97 Bright, 20 lb. White, 8 ½" x 11", Navigator, 500 sheets/ream, 5,000 sheets/case, Navigator #NMP1120	\$12.50 /thousand	\$62.50
3.	Bond, Multipurpose, minimum 97 Bright, 20 lb. White, 8 ½" x 11", 3-hole drilled, Navigator, 500 sheets/ream, 5,000 sheets/case, Navigator #NMP113H	\$13.50 /thousand	\$67.50
4.	Bond, Multipurpose, minimum 97 Bright, 28 lb. White, 8 ½" x 11", Navigator 500 sheets/ream, 2,500 sheets/case, Navigator #NPL1128	\$23.80 /thousand	\$59.50

Item No.	Description	Unit Price	Case Price
5.	Bond, Multipurpose, minimum 92 Bright, 20 lb. White, 8 ½" x 14", 500 sheets/ream, 5,000 sheets/case, Boise #OX9004	\$16.12 /thousand	\$80.60
6.	Bond, Multipurpose, minimum 97 Bright, 20 lb. White, 11" x 17", Navigator 500 sheets/ream, 2500 sheets/case, Navigator #NMP1720	\$27.00 /thousand	\$67.50
7.	Bond, Multipurpose, minimum 97 Bright, 24 lb. White, 11" x 17", Navigator 500 sheets/ream, 2500 sheets/case, Navigator #NMP1724	\$32.40 /thousand	\$81.00
8.	Bond, 25% Cotton Fiber, Watermarked, White, Smooth or Cockle Finish, 96 Bright, 24 lb., 8 ½" x 11", 500 sheets/ream, 4000 sheets/case, Neenah Royal Cotton #29696	\$38.36 /thousand	\$153.44
9.	Bond, minimum 97 Bright, 28 lb., White, 8 ½" x 11", Cougar 500 sheets/ream, 4,000 sheets/case, Cougar #2826	\$68.48 /thousand	\$273.92
10.	Bond, minimum 97 Bright, 28 lb., White, 11" x 17", Cougar 500 sheets/ream, 2,000 sheets/case, Cougar #2828	\$51.91 /thousand	\$103.82
11.	Bond, 25% Cotton Fiber, Watermarked, Light Cockle Finish, 30% Recycle, 96 Bright, 20 lb. White, 8 ½" x 11", 500 sheets/ream, 4,000 sheets/case, Neenah Royal Cotton #29496	\$31.98 /thousand	\$127.92
12.	Bond, Multipurpose, Colors, 30% Recycle, 20 lb., 8 ½" x 11", 500 sheets/ream, 5,000 sheets/case, Domtar Earthchoice Colors available: Blue, Canary, Cream, Gray, Goldenrod, Green, Ivory, Orchid, Pink, Salmon	\$13.63 /thousand	\$68.15
13.	Bond, Multipurpose, Colors, 30% Recycle, 20 lb., 8 ½" x 14", 500 sheets/ream, 5,000 sheets/case, Domtar Earthchoice Colors available: Blue, Canary, Green	\$18.60 /thousand	\$93.00

LOT 2: TEXT AND COVER – UNCOATED

Item No.	Description	Unit Price	Case Price
14.	Text, Bright Color, Smooth Finish, 60 lb. 8 ½” x 11”, 500 sheets/ream, 5,000 sheets/case, Astrobrights by Neenah Colors available: Celestial Blue, Cosmic Orange, Fireball Fushia, Galaxy Gold, Gamma Green, Lift Off Lemon, Lunar Blue, Martian Green, Orbit Orange, Plasma Pink, Planetary Purple, Pulsar Pink, Reentry Red, Rocket Red, Solar Yellow, Sunburst Yellow, Terra Green, Terrestrial Teal, Vulcan Green	\$26.49 /thousand	\$132.45
15.	Text, Bright Color, Smooth Finish, 60 lb. 11” x 17”, 500 sheets/ream, 2500 sheets/case, Astrobrights by Neenah Colors available: Same as above except: No Martin Green, no Orbit Orange, no Plasma Pink, no Terrestrial Teal.	\$52.99 /thousand	\$132.48
16.	Cover, 65 lb. or Vellum Bristol, 67 lb, 8 ½” x 11”, 250 sheets/pack, 2,000 sheets/case, Exact by Neenah Colors available: White, Blue, Green, Ivory, Pink, Yellow	\$38.43 /thousand	\$76.86
17.	Cover, 65 lb. or Vellum Bristol, 67 lb., 11” x 17”, 250 sheets/pack, 1,000 sheets/case, Exact by Neenah Colors available: White, Blue, Pink, Yellow	\$76.85 /thousand	\$76.85
18.	Cover, Bright Color, 65 lb., 30% Recycled, 8 ½” x 11”, 250 sheets/pack, 2,000 sheets/case, Astrobrights by Neenah Colors available: Cosmic Orange, Fireball Fuschia, Gammon Green, Liftoff Lemon, Lunar Blue, Planetary Purple, Pulsar Pink, Reentry Red, Rocket, Red, Solar Yellow, Sunburst Yellow, Terra Green, Vulcan Green	\$52.45 /thousand	\$104.90

Item No.	Description	Unit Price	Case Price
19.	Cover, Bright Color, 65 lb., 30% Recycled, 11" x 17", 250 sheets/pack, 1,000 sheets/case, Astrobrights by Neenah Colors available: Cosmic Orange, Gamma Green, Lift Off Lemon, Lunar Blue, Planetary Purple, Pulsar Pink, Reentry Red, Solar Yellow, Terra Green, Fireball Fuchsia, Martain Green, Rocket Red, Sunburst Yellow	\$104.89 /thousand	\$104.89

LOT 3: TEXT AND COVER – COATED

Item No.	Description	Unit Price	Case Price
20.	Text, Gloss Coated, 2 sides, 80 lb. White, 8 1/2" x 11", 500 sheets/ream, 2,500 sheets/case, Prodigital #0308023	\$24.62 /thousand	\$49.24
21.	Text, Gloss Coated, 2 sides, 80 lb. White, 11" x 17", 500 sheets/ream, 2,000 sheets/case, Prodigital #1303259	\$49.23 /thousand	\$49.23
22.	Text, 100 lb. White, 12" x 18", no reams-bulk packed-1250 sheets/case, Prodigital#1304569	\$69.23 /thousand	\$69.23
23.	Cover, 80 lb. White, 12" x 18", bulk packed-800 sheets/case, Prodigital #2D06779	\$104.29 /thousand	\$52.15

LOT 4: INDEX

Item No.	Description	Unit Price	Case Price
24.	Index, 90 lb. White, 8 1/2" x 11", 250 sheets/pack, 2,000 sheets/case, Domtar Earthchoice #94249	\$34.08 /thousand	\$68.16

LOT 5: OFFSET

Item No.	Description	Unit Price	Case Price
25.	Offset, 60 lb., 8 1/2" x 11", Natural, Cream or Colonial White, 500 sheets/ream, 5,000 sheets/case, Domtar Earthchoice #94125	\$17.00 /thousand	\$85.00
26.	Offset, 60 lb., 11" x 17", Colors, 500 sheets/ream, 2,500 sheets/case, Domtar Earthchoice Colors available: Blue, Canary, Cream, Gold, Gray, Green, Ivory, Pink, Tan	\$36.54 /thousand	\$91.35

LOT 6: CARBONLESS

27.	Carbonless, 2 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Canary-CF, White-CB, 500 sheets/ream, 5,000 sheets/case, Glatfelter Excel One #230949	\$23.14 /thousand	\$115.70
28.	Carbonless, 3 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Pink-CF, Canary-CFB, White-CB, 500 sheets/ream, 5000 sheets/case, Glatfelter Excel One #230950	\$26.13 /thousand	\$130.65
29.	Carbonless, 4 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Gold-CF, Pink-CFB, Canary-CFB, White-CB, 500 sheets/ream, 5,000 sheets/case, Glatfelter Excel One #232046	\$27.92 /thousand	\$139.60
30.	Carbonless, 5 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Gold-CF, Pink-CFB, Canary-CFB, Green-CFB, White-CB, 500 sheets/ream, 5,000 sheets/case, Glatfelter Excel One #232228	\$28.67 /thousand	\$143.35

LOT 7: ENVELOPES

Item No.	Description	Unit Price	Case Price
31.	Envelopes, Regular, 24 lb., #6 3/4, White, Diagonal Seam, 500/box, 5000/case, Mead Westvaco/Quality Printmaster#03957	\$33.00 /thousand	\$165.00
32.	Envelopes, Regular, 24 lb., #9, White, Diagonal Seam, 500/box, 2,500/case, Mead Westvaco/Quality Park Printmaster#33794	\$32.09 /thousand	\$80.23
33.	Envelopes, Regular, 60 lb., #9, Blue, Commercial, 500/box, 2500/case, Domtar Earthchoice #DOLM375	\$47.77 /thousand	\$119.43
34.	Envelopes, Regular, 60 lb., #9, Green, Commercial, 500/box, 2500/case, Domtar Earthchoice #DOLM380	\$47.43 /thousand	\$118.58
35.	Envelopes, Regular, 24lb., #10, White, Diagonal Seam, 500/box, 2500/case, Mead Westvaco/Quality Printmaster#28439	\$28.48 /thousand	\$71.20
36.	Envelopes, Window, 24 lb., #10, White, Diagonal Seam, 500/box, 2,500/case, Mead Westvaco/Quality Printmaster#28461	\$35.80 /thousand	\$89.50
37.	Envelopes, Regular, 24 lb., #10, Canary, Diagonal Seam, 500/box, 2,500/case, Domtar Earthchoice #DOLM301	\$51.00 /thousand	\$127.50
38.	Envelopes, Regular, 24 lb., #11, White, Diagonal Seam, 500/box, 2,500/case, Print Master #43667	\$75.83 /thousand	\$189.58
39.	Envelopes, Window, 24 lb., #11, White, Diagonal Seam, 500/box, 2500/case, Print Master #30396	\$100.00 /thousand	\$250.00
40.	Envelopes, Booklet, Kraft, 28 lb., 6" x 9", Brown, No Clasp, bulk packed-500/case, Print Master #GK40023	\$82.86 /thousand	\$41.43
41.	Envelopes, 70 lb. Natural, Size 10, 500/box, 2500/case, Cougar #WECS301	\$63.14 /thousand	\$157.85

Pricing firm during contract period.

RENEWAL OF CONTRACT

This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract. Price adjustments at the time of renewal shall be in accordance with the Special Terms and Conditions on page 22 of 41, item 13.

PRICE ESCALATION/DE-ESCALATION

Price adjustments may be permitted for changes in the Contractor's cost of materials. Contracting parties shall re-negotiate any price changes. No price increases will be authorized for 120 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 120 calendar days thereafter and only where verified to the satisfaction of the Purchasing Department. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Purchasing Department.

Contractor shall give not less than 30 calendar days advance notice of any price increase to the Purchasing Department. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 calendar days notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

The Purchasing Department will notify the Contractor in writing of the effective date of any increase which it approves. The Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the price stated on the purchase order. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Purchasing Department.



**Chesterfield County, Virginia
Procurement Department**

9901 Lori Road – P.O. Box 51 – Chesterfield, VA 23832-0001
Phone: (804) 748-1617 – Fax: (804) 717-6378 – Internet: www.chesterfield.gov

NOTICE OF RENEWAL

February 23, 2024

Mr. Larry Rauppius Jr.
B.W. Wilson Paper Company
2501 Brittons Hill Road
Richmond, VA 23230

Re: Requirements Contract # ADMN2300401, Paper and Envelopes

Dear Mr. Rauppius,

As allowed under the terms and conditions of the above referenced contract, it is Chesterfield County's intent to renew this contract for a 2nd term beginning March 5, 2024 through March 4, 2025. Attached is a Contract Pricing/Information Sheet that reflects the new term. You are hereby requested to concur with renewing this contract at the existing pricing, terms and conditions by signing below and returning this form via email.

Concur:


B.W. Wilson Paper Company

Please inform your insurance agent to continue forwarding insurance certificates to the County.

The attached Certification of Subcontractor/Supplier Activity Form is required for you to furnish data regarding subcontractors and suppliers with which you have contracted to provide the goods and services required to fulfill obligations under this contract for the previous contract term. This certification form must be completed and returned prior to completion of the renewal process. If no Minority-Owned Businesses (MOB), Service-Disabled Veteran-Owned Businesses (SDVOB), Small Businesses (SB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) subcontractors/suppliers were utilized in the performance of this contract, please check the statement shown below.

I utilized no MOB, SDVOB, SB, WOB or CB subcontractors/suppliers in the performance of this contract: (✓)

Thank you for your prompt attention to this request.

Sincerely,

Harry Farrell
Contract Officer

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CONTRACT PRICING/INFORMATION SHEET

B. W. Wilson Paper Company, Inc.
2501 Brittons Hill Road
Richmond, VA 23230

Telephone: 804-358-6715
Fax: 804-358-4742
Contact: Larry Rauppius, Jr.
Email: lrauppiusjr@bwwilson.com
Terms: Net 30
F.O.B.: Chesterfield County
Delivery: 5 days

CONTRACT SUBJECT: Paper and Envelopes
PRODUCT CODE: 645-99 – Paper and 310-99 - Envelopes
CONTRACT PERIOD: March 5, 2024 through March 4, 2025
(Second of Five Terms)
CONTRACT NUMBER: ADMN2300401

INSTRUCTIONS

The contractor shall provide goods and services only after receipt of a written or verbal Chesterfield County Purchase Order containing a purchase order number. Any services provided without a written purchase order or a verbal request containing a purchase order number shall be at the contractor’s expense.

The using department/schools shall include the applicable contract number on each purchase requisition/purchase order.

Purchase Orders issued against the contract are limited to goods and services contained in the contract.

Inspection of all goods/services received and approval of the Contractor’s invoice is the responsibility of the using departments/schools. The pricing on the invoice must be in accordance with the contract pricing.

PRICING SCHEDULE

LOT 1: BOND

Item No.	Description	Unit Price	Case Price
1.	Dual Purpose, minimum 92 Bright, 20 lb. White, 8 ½” x 11”, 500 sheets/ream, 5,000 sheets/case, Boise#OX9001	\$8.86 /thousand	\$44.30
2.	Bond Multipurpose, minimum 97 Bright, 20 lb. White, 8 ½” x 11”, Navigator, 500 sheets/ream, 5,000 sheets/case, Navigator #NMP1120	\$12.50 /thousand	\$62.50
3.	Bond, Multipurpose, minimum 97 Bright, 20 lb. White, 8 ½” x 11”, 3-hole drilled, Navigator, 500 sheets/ream, 5,000 sheets/case, Navigator #NMP113H	\$13.50 /thousand	\$67.50
4.	Bond, Multipurpose, minimum 97 Bright, 28 lb. White, 8 ½” x 11”, Navigator 500 sheets/ream, 2,500 sheets/case, Navigator #NPL1128	\$23.80 /thousand	\$59.50

Item No.	Description	Unit Price	Case Price
5.	Bond, Multipurpose, minimum 92 Bright, 20 lb. White, 8 ½" x 14", 500 sheets/ream, 5,000 sheets/case, Boise #OX9004	\$16.12 /thousand	\$80.60
6.	Bond, Multipurpose, minimum 97 Bright, 20 lb. White, 11" x 17", Navigator 500 sheets/ream, 2500 sheets/case, Navigator #NMP1720	\$27.00 /thousand	\$67.50
7.	Bond, Multipurpose, minimum 97 Bright, 24 lb. White, 11" x 17", Navigator 500 sheets/ream, 2500 sheets/case, Navigator #NMP1724	\$32.40 /thousand	\$81.00
8.	Bond, 25% Cotton Fiber, Watermarked, White, Smooth or Cockle Finish, 96 Bright, 24 lb., 8 ½" x 11", 500 sheets/ream, 4000 sheets/case, Neenah Royal Cotton #29696	\$38.36 /thousand	\$153.44
9.	Bond, minimum 97 Bright, 28 lb., White, 8 ½" x 11", Cougar 500 sheets/ream, 4,000 sheets/case, Cougar #2826	\$68.48 /thousand	\$273.92
10.	Bond, minimum 97 Bright, 28 lb., White, 11" x 17", Cougar 500 sheets/ream, 2,000 sheets/case, Cougar #2828	\$51.91 /thousand	\$103.82
11.	Bond, 25% Cotton Fiber, Watermarked, Light Cockle Finish, 30% Recycle, 96 Bright, 20 lb. White, 8 ½" x 11", 500 sheets/ream, 4,000 sheets/case, Neenah Royal Cotton #29496	\$31.98 /thousand	\$127.92
12.	Bond, Multipurpose, Colors, 30% Recycle, 20 lb., 8 ½" x 11", 500 sheets/ream, 5,000 sheets/case, Domtar Earthchoice Colors available: Blue, Canary, Cream, Gray, Goldenrod, Green, Ivory, Orchid, Pink, Salmon	\$13.63 /thousand	\$68.15
13.	Bond, Multipurpose, Colors, 30% Recycle, 20 lb., 8 ½" x 14", 500 sheets/ream, 5,000 sheets/case, Domtar Earthchoice Colors available: Blue, Canary, Green	\$18.60 /thousand	\$93.00

LOT 2: TEXT AND COVER – UNCOATED

Item No.	Description	Unit Price	Case Price
14.	Text, Bright Color, Smooth Finish, 60 lb. 8 ½” x 11”, 500 sheets/ream, 5,000 sheets/case, Astrobrights by Neenah Colors available: Celestial Blue, Cosmic Orange, Fireball Fushia, Galaxy Gold, Gamma Green, Lift Off Lemon, Lunar Blue, Martian Green, Orbit Orange, Plasma Pink, Planetary Purple, Pulsar Pink, Reentry Red, Rocket Red, Solar Yellow, Sunburst Yellow, Terra Green, Terrestrial Teal, Vulcan Green	\$26.49 /thousand	\$132.45
15.	Text, Bright Color, Smooth Finish, 60 lb. 11” x 17”, 500 sheets/ream, 2500 sheets/case, Astrobrights by Neenah Colors available: Same as above except: No Martin Green, no Orbit Orange, no Plasma Pink, no Terrestrial Teal.	\$52.99 /thousand	\$132.48
16.	Cover, 65 lb. or Vellum Bristol, 67 lb, 8 ½” x 11”, 250 sheets/pack, 2,000 sheets/case, Exact by Neenah Colors available: White, Blue, Green, Ivory, Pink, Yellow	\$38.43 /thousand	\$76.86
17.	Cover, 65 lb. or Vellum Bristol, 67 lb., 11” x 17”, 250 sheets/pack, 1,000 sheets/case, Exact by Neenah Colors available: White, Blue, Pink, Yellow	\$76.85 /thousand	\$76.85
18.	Cover, Bright Color, 65 lb., 30% Recycled, 8 ½” x 11”, 250 sheets/pack, 2,000 sheets/case, Astrobrights by Neenah Colors available: Cosmic Orange, Fireball Fuschia, Gammon Green, Liftoff Lemon, Lunar Blue, Planetary Purple, Pulsar Pink, Reentry Red, Rocket, Red, Solar Yellow, Sunburst Yellow, Terra Green, Vulcan Green	\$52.45 /thousand	\$104.90

Item No.	Description	Unit Price	Case Price
19.	Cover, Bright Color, 65 lb., 30% Recycled, 11" x 17", 250 sheets/pack, 1,000 sheets/case, Astrobrights by Neenah Colors available: Cosmic Orange, Gamma Green, Lift Off Lemon, Lunar Blue, Planetary Purple, Pulsar Pink, Reentry Red, Solar Yellow, Terra Green, Fireball Fuchsia, Martain Green, Rocket Red, Sunburst Yellow	\$104.89 /thousand	\$104.89

LOT 3: TEXT AND COVER – COATED

Item No.	Description	Unit Price	Case Price
20.	Text, Gloss Coated, 2 sides, 80 lb. White, 8 1/2" x 11", 500 sheets/ream, 2,500 sheets/case, Prodigital #0308023	\$24.62 /thousand	\$49.24
21.	Text, Gloss Coated, 2 sides, 80 lb. White, 11" x 17", 500 sheets/ream, 2,000 sheets/case, Prodigital #1303259	\$49.23 /thousand	\$49.23
22.	Text, 100 lb. White, 12" x 18", no reams-bulk packed-1250 sheets/case, Prodigital#1304569	\$69.23 /thousand	\$69.23
23.	Cover, 80 lb. White, 12" x 18", bulk packed-800 sheets/case, Prodigital #2D06779	\$104.29 /thousand	\$52.15

LOT 4: INDEX

Item No.	Description	Unit Price	Case Price
24.	Index, 90 lb. White, 8 1/2" x 11", 250 sheets/pack, 2,000 sheets/case, Domtar Earthchoice #94249	\$34.08 /thousand	\$68.16

LOT 5: OFFSET

Item No.	Description	Unit Price	Case Price
25.	Offset, 60 lb., 8 1/2" x 11", Natural, Cream or Colonial White, 500 sheets/ream, 5,000 sheets/case, Domtar Earthchoice #94125	\$17.00 /thousand	\$85.00
26.	Offset, 60 lb., 11" x 17", Colors, 500 sheets/ream, 2,500 sheets/case, Domtar Earthchoice Colors available: Blue, Canary, Cream, Gold, Gray, Green, Ivory, Pink, Tan	\$36.54 /thousand	\$91.35

LOT 6: CARBONLESS

27.	Carbonless, 2 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Canary-CF, White-CB, 500 sheets/ream, 5,000 sheets/case, Glatfelter Excel One #230949	\$23.14 /thousand	\$115.70
28.	Carbonless, 3 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Pink-CF, Canary-CFB, White-CB, 500 sheets/ream, 5000 sheets/case, Glatfelter Excel One #230950	\$26.13 /thousand	\$130.65
29.	Carbonless, 4 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Gold-CF, Pink-CFB, Canary-CFB, White-CB, 500 sheets/ream, 5,000 sheets/case, Glatfelter Excel One #232046	\$27.92 /thousand	\$139.60
30.	Carbonless, 5 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Gold-CF, Pink-CFB, Canary-CFB, Green-CFB, White-CB, 500 sheets/ream, 5,000 sheets/case, Glatfelter Excel One #232228	\$28.67 /thousand	\$143.35

LOT 7: ENVELOPES

Item No.	Description	Unit Price	Case Price
31.	Envelopes, Regular, 24 lb., #6 3/4, White, Diagonal Seam, 500/box, 5000/case, Mead Westvaco/Quality Printmaster#03957	\$33.00 /thousand	\$165.00
32.	Envelopes, Regular, 24 lb., #9, White, Diagonal Seam, 500/box, 2,500/case, Mead Westvaco/Quality Park Printmaster#33794	\$32.09 /thousand	\$80.23
33.	Envelopes, Regular, 60 lb., #9, Blue, Commercial, 500/box, 2500/case, Domtar Earthchoice #DOLM375	\$47.77 /thousand	\$119.43
34.	Envelopes, Regular, 60 lb., #9, Green, Commercial, 500/box, 2500/case, Domtar Earthchoice #DOLM380	\$47.43 /thousand	\$118.58
35.	Envelopes, Regular, 24lb., #10, White, Diagonal Seam, 500/box, 2500/case, Mead Westvaco/Quality Printmaster#28439	\$28.48 /thousand	\$71.20
36.	Envelopes, Window, 24 lb., #10, White, Diagonal Seam, 500/box, 2,500/case, Mead Westvaco/Quality Printmaster#28461	\$35.80 /thousand	\$89.50
37.	Envelopes, Regular, 24 lb., #10, Canary, Diagonal Seam, 500/box, 2,500/case, Domtar Earthchoice #DOLM301	\$51.00 /thousand	\$127.50
38.	Envelopes, Regular, 24 lb., #11, White, Diagonal Seam, 500/box, 2,500/case, Print Master #43667	\$75.83 /thousand	\$189.58
39.	Envelopes, Window, 24 lb., #11, White, Diagonal Seam, 500/box, 2500/case, Print Master #30396	\$100.00 /thousand	\$250.00
40.	Envelopes, Booklet, Kraft, 28 lb., 6" x 9", Brown, No Clasp, bulk packed-500/case, Print Master #GK40023	\$82.86 /thousand	\$41.43
41.	Envelopes, 70 lb. Natural, Size 10, 500/box, 2500/case, Cougar #WECS301	\$63.14 /thousand	\$157.85

Pricing firm during contract period.

RENEWAL OF CONTRACT

This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract. Price adjustments at the time of renewal shall be in accordance with the Special Terms and Conditions on page 22 of 41, item 13.

PRICE ESCALATION/DE-ESCALATION

Price adjustments may be permitted for changes in the Contractor's cost of materials. Contracting parties shall re-negotiate any price changes. No price increases will be authorized for 120 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 120 calendar days thereafter and only where verified to the satisfaction of the Purchasing Department. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Purchasing Department.

Contractor shall give not less than 30 calendar days advance notice of any price increase to the Purchasing Department. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 calendar days notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.

The Purchasing Department will notify the Contractor in writing of the effective date of any increase which it approves. The Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the price stated on the purchase order. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Purchasing Department.



Chesterfield County, Virginia
Procurement Department

9901 Lori Road – P.O. Box 51 – Chesterfield, VA 23832-0001
Phone: (804) 748-1617 – Fax: (804) 717-6378 – Internet: www.chesterfield.gov

NOTICE OF RENEWAL

January 14, 2025

B. W. Wilson Paper Company, Inc.
2501 Brittons Hill Road
Richmond, VA 23230

Re: Requirements Contract #ADMN2300401 for Paper and Envelopes

Dear Larry Rauppius:

As allowed under the terms and conditions of the above referenced contract, it is Chesterfield County's intent to renew this contract for a 3rd term beginning March 5, 2025 through March 4, 2026. Attached is a Contract Pricing/Information Sheet that reflects the new term. You are hereby requested to concur with renewing this contract at the existing pricing, terms and conditions by signing below and returning this form via email.

Concur: B.W. Wilson Paper Company, Inc. - LHR Jr.
B. W. Wilson Paper Company, Inc.

Please inform your insurance agent to continue forwarding insurance certificates to the County.

The attached Certification of Subcontractor/Supplier Activity Form is required for you to furnish data regarding subcontractors and suppliers with which you have contracted to provide the goods and services required to fulfill obligations under this contract for the previous contract term. This certification form must be completed and returned prior to completion of the renewal process. If no Minority-Owned Businesses (MOB), Service-Disabled Veteran-Owned Businesses (SDVOB), Small Businesses (SB), Women-Owned Businesses (WOB), and Chesterfield Businesses (CB) subcontractors/suppliers were utilized in the performance of this contract, please check the statement shown below.

I utilized no MOB, SDVOB, SB, WOB or CB subcontractors/suppliers in the performance of this contract

Thank you for your prompt attention to this request.

Sincerely,

Chris Flowers
Contract Officer
804-717-6307e
flowersch@chesterfield.gov

CHESTERFIELD COUNTY PURCHASING DEPARTMENT
CONTRACT PRICING/INFORMATION SHEET

B. W. Wilson Paper Company, Inc.
 2501 Brittons Hill Road
 Richmond, VA 23230

Telephone: 804-358-6715e
 Fax: 804-358-4742e
 Contact: Larry Rauppius, Jr.e
 Email: lrauppiusjr@bwwilson.come
 Terms: Net 30e
 F.O.B.: Chesterfield Countye
 Delivery: 5 dayse

CONTRACT SUBJECT: Paper and Envelopes
PRODUCT CODE: 645-99 – Paper and 310-99 - Envelopese
CONTRACT PERIOD: March 5, 2025 through March 4, 2026e
 (Third of Five Terms)e
CONTRACT NUMBER: ADMN2300401

INSTRUCTIONS

The contractor shall provide goods and services only after receipt of a written or verbal Chesterfield County Purchase Order containing a purchase order number. Any services provided without a written purchase order or a verbal request containing a purchase order number shall be at the contractor's expense.

The using department/schools shall include the applicable contract number on each purchase requisition/purchase order.

Purchase Orders issued against the contract are limited to goods and services contained in the contract.

Inspection of all goods/services received and approval of the Contractor's invoice is the responsibility of the using departments/schools. The pricing on the invoice must be in accordance with the contract pricing.

PRICING SCHEDULE

LOT 1: BOND

Item No.	Description	Unit Price	Case Price
1.	Dual Purpose, minimum 92 Bright, 20 lb. White, 8 ½" x 11", 500 sheets/ream, 5,000 sheets/case, Boise#OX9001	\$8.86 /thousand	\$44.30
2.	Bond Multipurpose, minimum 97 Bright, 20 lb. White, 8 ½" x 11", Navigator, 500 sheets/ream, 5,000 sheets/case, Navigator #NMP1120	\$12.50 /thousand	\$62.50
3.e	Bond, Multipurpose, minimum 97 Bright, 20 lb.e White, 8 ½" x 11", 3-hole drilled, Navigator, 500e sheets/ream, 5,000 sheets/case, Navigatore #NMP113He	\$13.50 /thousand	\$67.50
4.e	Bond, Multipurpose, minimum 97 Bright, 28 lb.e White, 8 ½" x 11", Navigator 500 sheets/ream,e 2,500 sheets/case, Navigator #NPL1128e	\$23.80 /thousand	\$59.50

Item No.	Description	Unit Price	Case Price
5.	Bond, Multipurpose, minimum 92 Bright, 20 lb. White, 8 ½" x 14", 500 sheets/ream, 5,000 sheets/case, Boise #OX9004	\$16.12 /thousand	\$80.60
6.	Bond, Multipurpose, minimum 97 Bright, 20 lb. White, 11" x 17", Navigator 500 sheets/ream, 2500 sheets/case, Navigator #NMP1720	\$27.00 /thousand	\$67.50
7.e	Bond, Multipurpose, minimum 97 Bright, 24 lb.e White, 11" x 17", Navigator 500 sheets/ream, 2500 sheets/case, Navigator #NMP1724	\$32.40 /thousand	\$81.00
8.e	Bond, 25% Cotton Fiber, Watermarked, White,e Smooth or Cackle Finish, 96 Bright, 24 lb., 8 ½" x 11", 500 sheets/ream, 4000 sheets/case, Neenah Royal Cotton #29696e	\$38.36 /thousand	\$153.44
9.e	Bond, minimum 97 Bright, 28 lb., White, 8 ½" x 11", Cougar 500 sheets/ream, 4,000 sheets/case,e Cougar #2826e	\$68.48 /thousand	\$273.92
10.	Bond, minimum 97 Bright, 28 lb., White, 11" x 17", Cougar 500 sheets/ream, 2,000 sheets/case,e Cougar #2828e	\$51.91 /thousand	\$103.82
11.e	Bond, 25% Cotton Fiber, Watermarked, Lighte Cackle Finish, 30% Recycle, 96 Bright, 20 lb.e White, 8 ½" x 11", 500 sheets/ream, 4,000e sheets/case, Neenah Royal Cotton #29496e	\$31.98 /thousand	\$127.92
12.e	Bond, Multipurpose, Colors, 30% Recycle, 20 lb., 8 ½" x 11", 500 sheets/ream, 5,000 sheets/case, Domtar Earthchoice Colors available: Blue, Canary, Cream, Gray, Goldenrod, Green, Ivory, Orchid, Pink, Salmon	\$13.63e /thousand	\$68.15
13.e	Bond, Multipurpose, Colors, 30% Recycle, 20 lb., 8 ½" x 14", 500 sheets/ream, 5,000 sheets/case, Domtar Earthchoice Colors available: Blue, Canary, Green	\$18.60e /thousand	\$93.00

LOT 2: TEXT AND COVER – UNCOATED

Item No.	Description	Unit Price	Case Price
14.e	Text, Bright Color, Smooth Finish, 60 lb. 8 ½” x 11”, 500 sheets/ream, 5,000 sheets/case,e Astrobrights by Neenahe Colors available: Celestial Blue, Cosmic Orange,e Fireball Fushia, Galaxy Gold, Gamma Green, Lifte Off Lemon, Lunar Blue, Martian Green, Orbite Orange, Plasma Pink, Planetary Purple, Pulsare Pink, Reentry Red, Rocket Red, Solar Yellow,e Sunburst Yellow, Terra Green, Terrestrial Teal,e Vulcan Greene	\$26.49 /thousand	\$132.45
15.e	Text, Bright Color, Smooth Finish, 60 lb. 11” x 17”, 500 sheets/ream, 2500 sheets/case,e Astrobrights by Neenahe Colors available: Same as above except: No Martine Green, no Orbit Orange, no Plasma Pink, noe Terrestrial Teal.e	\$52.99 /thousand	\$132.48
16.e	Cover, 65 lb. or Vellum Bristol, 67 lb., 8 ½” x 11”,e 250 sheets/pack, 2,000 sheets/case, Exact bye Neenahe Colors available: White, Blue, Green, Ivory, Pink,e Yellowe	\$38.43 /thousand	\$76.86
17.e	Cover, 65 lb. or Vellum Bristol, 67 lb., 11” x 17”,e 250 sheets/pack, 1,000 sheets/case, Exact bye Neenahe Colors available: White, Blue, Pink, Yellowe	\$76.85 /thousand	\$76.85
18.e	Cover, Bright Color, 65 lb., 30% Recycled, 8 ½” x 11”, 250 sheets/pack, 2,000 sheets/case,e Astrobrights by Neenahe Colors available: Cosmic Orange, Fireball Fuschia,e Gammon Green, Liffoff Lemon, Lunar Blue,e Planetary Purple,Pulsar Pink, Reentry Red, Rocket,e Red, Solar Yellow, Sunburst Yellow, Terra Green,e Vulcan Greene	\$52.45 /thousand	\$104.90

Item No.	Description	Unit Price	Case Price
19.e	Cover, Bright Color, 65 lb., 30% Recycled, 11" x 17", 250 sheets/pack, 1,000 sheets/case, Astrobrights by Neenahe Colors available: Cosmic Orange, Gamma Green, Lift Off Lemon, Lunar Blue, Planetary Purple, Pulsar Pink, Reentry Red, Solar Yellow, Terrae Green, Fireball Fuchsia, Martain Green, Rockete Red, Sunburst Yellowe	\$104.89 /thousand	\$104.89

LOT 3: TEXT AND COVER – COATED

Item No.	Description	Unit Price	Case Price
20.	Text, Gloss Coated, 2 sides, 80 lb. White, 8 1/2" x 11", 500 sheets/ream, 2,500 sheets/case, Prodigital #0308023	\$24.62 /thousand	\$49.24
21.	Text, Gloss Coated, 2 sides, 80 lb. White, 11" x 17", 500 sheets/ream, 2,000 sheets/case, Prodigital #1303259	\$49.23 /thousand	\$49.23
22.	Text, 100 lb. White, 12" x 18", no reams-bulk packed-1250 sheets/case, Prodigital#1304569	\$69.23 /thousand	\$69.23
23.	Cover, 80 lb. White, 12" x 18", bulk packed-800 sheets/case, Prodigital #2D06779	\$104.29 /thousand	\$52.15

LOT 4: INDEX

Item No.	Description	Unit Price	Case Price
24.	Index, 90 lb. White, 8 1/2" x 11", 250 sheets/pack, 2,000 sheets/case, Domtar Earthchoice #94249	\$34.08 /thousand	\$68.16

LOT 5: OFFSET

Item No.	Description	Unit Price	Case Price
25.	Offset, 60 lb., 8 1/2" x 11", Natural, Cream or Colonial White, 500 sheets/ream, 5,000 sheets/case, Domtar Earthchoice #94125	\$17.00 /thousand	\$85.00
26.	Offset, 60 lb., 11" x 17", Colors, 500 sheets/ream, 2,500 sheets/case, Domtar Earthchoice Colors available: Blue, Canary, Cream, Gold, Gray, Green, Ivory, Pink, Tan	\$36.54 /thousand	\$91.35

LOT 6: CARBONLESS

27.	Carbonless, 2 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Canary-CF, White-CB, 500 sheets/ream, 5,000 sheets/case, Glatfelter Excel One #230949	\$23.14 /thousand	\$115.70
28.	Carbonless, 3 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Pink-CF, Canary-CFB, White-CB, 500 sheets/ream, 5000 sheets/case, Glatfelter Excel One #230950	\$26.13 /thousand	\$130.65
29.	Carbonless, 4 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Gold-CF, Pink-CFB, Canary-CFB, White-CB, 500 sheets/ream, 5,000 sheets/case, Glatfelter Excel One #232046	\$27.92 /thousand	\$139.60
30.	Carbonless, 5 part reverse, 20 lb., black image, 8 1/2" x 11", pre-collated, Gold-CF, Pink-CFB, Canary-CFB, Green-CFB, White-CB, 500 sheets/ream, 5,000 sheets/case, Glatfelter Excel One #232228	\$28.67 /thousand	\$143.35

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Item No.	Description	Unit Price	Case Price
31.	Envelopes, Regular, 24 lb., #6 3/4, White, Diagonal Seam, 500/box, 5000/case, Mead Westvaco/Quality Printmaster#03957	\$33.00 /thousand	\$165.00
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34.	Envelopes, Regular, 60 lb., #9, Green, Commercial, 500/box, 2500/case, Domtar Earthchoice #DOLM380	\$47.43 /thousand	\$118.58
35.	Envelopes, Regular, 24lb., #10, White, Diagonal Seam, 500/box, 2500/case, Mead Westvaco/Quality Printmaster#28439	\$28.48 /thousand	\$71.20
36.	Envelopes, Window, 24 lb., #10, White, Diagonal Seam, 500/box, 2,500/case, Mead Westvaco/Quality Printmaster#28461	\$35.80 /thousand	\$89.50
37.	Envelopes, Regular, 24 lb., #10, Canary, Diagonal Seam, 500/box, 2,500/case, Domtar Earthchoice #DOLM301	\$51.00 /thousand	\$127.50
38.	Envelopes, Regular, 24 lb., #11, White, Diagonal Seam, 500/box, 2,500/case, Print Master #43667	\$75.83 /thousand	\$189.58
39.	Envelopes, Window, 24 lb., #11, White, Diagonal Seam, 500/box, 2500/case, Print Master #30396	\$100.00 /thousand	\$250.00
40.	Envelopes, Booklet, Kraft, 28 lb., 6" x 9", Brown, No Clasp, bulk packed-500/case, Print Master #GK40023	\$82.86 /thousand	\$41.43
41.	Envelopes, 70 lb. Natural, Size 10, 500/box, 2500/case, Cougar #WECS301	\$63.14 /thousand	\$157.85

Pricing firm during contract period.

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