



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: February 12, 2026

Contract No.: WB 38-23RCC (formerly MI 38-23RCC)

Contract Title: Custodial Supplies and Related Products and Services

Modification: 004

Contractor: WB Mason Co Inc (formerly Miller's Supplies at Work)

Effective Date: Immediately

Contract Modification:

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

1. **Description of Modification:** To change the Contractor name and address as follows:

Change FROM:	Change TO:
Miller's Supplies at Work 8600 Cinder Bed Rd. Lorton, VA 22079	W.B. MASON CO INC 59 CENTRE ST BROCKTON, MA 02303

This modification is being processed per the following documentation provided by the Contractor to request the name change. The documentation below is hereby made part of this Contract by reference and incorporated herein:

- Attached letter advising of the name change;
- Updated W-9 reflecting new entity name;
- State Corporation Commission (SCC) ID filing history showing Active and valid.

Parties agree that all supporting documentation listed above has been verified and is true and accurate. All other terms and conditions, remain unchanged and in full force and effect.

	W.B. Mason Co., Inc.		Fauquier County Government and Public Schools, a political subdivision of the Commonwealth of Virginia
By:	<i>C. C. Jilk</i>	By:	<i>A. S. Hylton</i>
Title:	BRANCH MANAGER	Title:	Director of Procurement
Date:	2/23/2026	Date:	2/25/2026



Hello Loyal Friends & Customers,

It is our great pleasure to inform you that as of January 6, 2026, Miller's Supplies at Work has joined forces with W.B. Mason Company.

We are thrilled to partner with a company that will expand Miller's geographical reach while allowing us to continue providing the same personalized, local service you've come to expect over our 54 years in business.

We remain committed to supporting your business with the same outstanding service, dedicated employees, and local location that have always defined Miller's Supplies at Work.

Thank you sincerely for your loyalty and support over the years. We look forward to continuing our relationship and serving you as part of this exciting new chapter.

If you have any questions, please contact us at the same phone number you've always used.

Warm regards,

Wayne Stillwagon
President

Craig Church
Executive Vice President

8600 Cinder Bed Road, Lorton, VA 22079

P 703.644.2200 | F 703-644-7639 millersatwork.com

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A handwritten signature in black ink, appearing to be 'C. Church', is located in the bottom right corner of the page.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) W. B. Mason Co., Inc.		
2	Business name/disregarded entity name, if different from above.		
3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4	Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
5	Address (number, street, and apt. or suite no.). See instructions. 59 Centre Street	Requester's name and address (optional)	
6	City, state, and ZIP code Brockton, MA 02303		
7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
OR									
Employer identification number									
0	4	-	2	4	5	5	6	4	1

Part II Certification

Under penalties of perjury, I certify that

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Abigail E. Barry</i>	Date <i>1/5/2024</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

State Corporation Commission Clerk's Information System

Entity Information

Entity Information

Entity Name: W. B. MASON CO., INC.	Entity ID: F1978636
Entity Type: Stock Corporation	Entity Status: Active
Series LLC: N/A	Reason for Status: Active and In Good Standing
Formation Date: N/A	Status Date: 12/18/2024
VA Qualification Date: 10/31/2014	Period of Duration: Perpetual
Industry Code: 0 - General	Annual Report Due N/A Date:
Jurisdiction: MA	Charter Fee: \$50.00
Registration Fee Due Not Required Date:	

Registered Agent Information

RA Type: Entity	Locality: HENRICO COUNTY
RA Qualification: BUSINESS ENTITY THAT IS AUTHORIZED TO TRANSACTION BUSINESS IN VIRGINIA	
Name: NATIONAL REGISTERED AGENTS, INC.	Registered Office 4701 COX RD STE 285, Address: GLEN ALLEN, VA, 23060 - 0000, USA

State Corporation Commission Clerk's Information System

Principal Information

Title	Director	Name	Address	Last Updated
President, Secretary	Yes	LEO MEEHAN, III	354 JERUSALEM RD, MA, 02025 - 0000, USA	10/24/2024
	Yes	JOHN GREENE	86A BEACON ST, BOSTON, MA, 02108 - 0000, USA	10/11/2019
Chief Financial Officer	Yes	JOHN BROMAGE	59 Centre St, MA, 02301 - 4014, USA	10/24/2024

Current Shares

Total Shares: 7500

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PROCUREMENT DEPARTMENT
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 320 Hospital Drive, Suite 23
 Warrenton, VA 20186-3037
procurement@fauquiercounty.gov



Phone (540) 422-8352

Fax (540) 422-8355

Date: December 10, 2025
Contract No.: MI 38-23RCC, Custodial Supplies, Related Products & Services
Contractor: Miller's Supplies at Work
Contract Period: March 21, 2025, through March 20, 2026
3rd Renewal: March 21, 2026, through March 20, 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 21, 2026, through March 20, 2027**. This is the third of (4) four, 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 **Miller's Supplies at Work**, 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.

	Miller's Supplies at Work		Fauquier County Government and Public Schools, a political subdivision of the Commonwealth of Virginia
By:		By:	
Title:	EXEC. VICE PRESIDENT	Title:	Director of Procurement
Date:	10/10/25	Date:	12/10/2025

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
PROCUREMENT DIVISION
320 Hospital Drive, Suite 23
Warrenton, Virginia 20186
Phone: (540) 422-8351 Fax: (540) 422-8355
Andy.johnson.fin@fauquiercounty.gov

Date: January 14, 2025
Contract No.: MI 38-23RCC, Custodial Supplies, Related Products & Services
Contractor: Miller's Supplies at Work
Contract Period: March 21, 2023, Through March 20, 2024
1st Renewal: March 21, 2024, through March 20, 2025
2nd Renewal: March 21, 2025, through March 20, 2026

This Contract Renewal is entered into pursuant to the provision of the basic contract.

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 21, 2025, through March 20, 2026**. This is the second of (4) four, 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, 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. Thank you.

Sincerely,

Andy Johnson
Procurement Officer I

Miller's Supplies at Work

C. C. Church

Signature of Authorized Representative

Fauquier County Government & Public Schools

Kristen Hylton

Kristen Hylton

C. CRAIG CHURCH EXEC VICE PRES

Procurement Manager

Print Name and Title

Title

Date *2/1/25*

Date *1/31/25*

FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS

PROCUREMENT DIVISION

320 Hospital Drive, Suite 23

Warrenton, Virginia 20186

Phone: (540) 422-8353

Fax: (540) 422-8355

Rachel.Cuervo@fauquiercounty.gov

Date: March 19, 2024

Contract No.: MI 38-23RCC, Custodial Supplies, Related Products & Services

Contractor: Miller's Supplies at Work

Contract Period: March 21, 2023 Through March 20, 2024

1st Renewal: March 21, 2024 Through March 20, 2025

This Contract Renewal is entered into pursuant to the provision of the basic contract.

Modification #1:

In accordance with Contract AB 38-23RCC, Section 6.5.1, it is agreed that the following attached items and associated Price List dated March 2024 shall be included in this contract and replace the previous price list for all orders placed on or after March 21, 2024.

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 21, 2024 through March 20, 2025. This is the first of (4) four, 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, 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. Thank you. Sincerely,

Rachel Cuervo, CPCP

P-Card Administrator/Buyer

Miller's Supplies at Work

Fauquier County Government & Public Schools

Wayne Stillwagon

Signature of Authorized Representative

Jeff Campbell

Jeff Campbell, VCA, VCO

WAYNE STILLWAGON, PRESIDENT

Print Name and Title

Procurement Manager

Title

03/20/2024

Date

3-20-2024

Date

Miller's Supplies at Work

Item	Description	Proposed Brand/Manufacturer/Product #	Unit Price	UoM	March 2024 Price	UoM	Miller's Notes
#1-1	Drain Opener, 12 qts/cs	Betco/Betco/BET1331200CT/12QT/CT/Substitution	48.29473684	CS	\$50.56	CT	Miller's UM CT/RFP CS
#1-2	Car Wash, 4 gallons/cs	Armor All/Aremor All/ARM25464/4/5GAL/CT/Substitution	49.34736842	GL	\$25.83	CT	Price Converted to Miller's selling UM 4/5 GL
#1-3	C-Amor, Refill – 4 gallons/cs	Armor All/Aremor All/ARM10710/4GAL/CT	149	CS	\$156.00	CT	Miller's UM CT/RFP CS
#1-4	Glass Cleaner, Aerosol, 12 cans/cs	Claire/Claire/CGCCL50/12/CT	28.97894737	CS	\$30.34	CT	Miller's UM CT/RFP CS
#1-5	#40 Odor Eliminator, 3-Ltr, BreakDown, XC, Fresh Scent	Odoban/Odoban/ODO911062G4EA/1/GAL/Substitution	14.7311828	EA	\$15.42	EA	No Change
#1-6	#32 All Purpose Cleaner, 1.5 Ltr, Speedball 2000	Betco/Betco/BETS284700CT/4/2ltr/CT/Substitution	16.78947368	LITER	\$140.63	CT	Price Converted to Miller's selling UM - 4/2LTR/CT
#1-7	Spray Buff, 1-Gal, Snapback, RTU	Betco/Betco/BET6081200CT/12QT/CT/Substitution	3.415740741	QT	\$42.92	CT	Price Converted to Miller's selling UM 12QT/CT
#1-8	#50 Neutral Floor Cleaner, 3-Ltr, Raindance, Low Foam	Betco/Betco/BET3554700/4/2ltr/CT/Substitution	10.89650538	LITER	\$91.27	CT	Price Converted to Miller's selling UM 4/2LTR/CT
#1-9	#20 General Purpose Cleaner, 3-Ltr, Hot Springs	Betco/Betco/BET1504700/4/2ltr/CT/Substitution	6.81420765	EA	\$57.07	CT	Price Converted to Miller's selling UM 4/2LTR/CT
#1-10	Non-Ammoniated Glass Cleaner, 1.5 Ltr, Glance NA, RTD	Betco/Betco/BET1994700CT/4/2ltr/CT/Substitution	11.65591398	EA	\$97.63	CT	Price Converted to Miller's selling UM 4/2LTR/CT
#1-11	Mr. Clean Antibacterial Liquid 9/40 oz/cs	Mr. Clean/Proctor & Gamble/PGC77131CT/6/45ozCT/Substitution	22.95789474	CS	\$18.33	CT	Price Converted to Miller's selling UM 6/45OZ/CT
#1-12	117 Cleaner, Sanitizer, Virucide concentrate 4 gals/cs	Betco/Betco/BET3364700CT/4/2ltr/CT/Substitution	138.82	CS	\$76.70	CT	Price Converted to Miller's selling UM 4/2LTR/CT
#1-13	Mineral Shock Descaler & Bowl Cleaner 12 qt/cs	Betco/Betco/BET3091200/12QT/CT/Substitution	45.81052632	CS	\$47.96	CT	Miller's UM CT/RFP CS
#1-14	EnvirOx Conc 118, Multi-Purpose Clnr/Degreaser/San., 4/1 Gal.	Betco/Betco/BET3360400CT/4GAL/CT/Substitution	53.4742268	CS	\$55.99	CT	Miller's UM CT/RFP CS
#1-15	Lime Descaler/Remover	Simple Green/Simple Green/SMP50128/6GAL/CT	9.936247723	EA	\$62.42	CT	Price Converted to Miller's selling UM 6GAL/CT
#1-16	Neutral Cleaner, 4 gallon/cs	Boardwalk/Essendant/BWK4800/4GAL/CT/Substitution	104	CS	\$108.89	CT	Miller's UM CT/RFP CS
#1-17	Chewing Gum Remover	Boardwalk/Essendant/BWK353ACT/12/6oz/CT/Substitution	3.336111111	EA	\$41.91	CT	Price Converted to Miller's selling UM 12/6OZ/CT
#1-18	Dust Mop Treatment - 20 oz.	Genuine Joe/S P Richards/GJO80900/12/CT/Substitution	1.883333333	EA	\$23.66	CT	Price Converted to Miller's selling UM 12/CT
#1-19	Lemon Furniture Polish - 20 oz.	Claire/Claire/CGCCL811/1/EA	3.555555556	EA	\$3.72	EA	No Change
#1-20	Stainless Steel Cleaner, 16 oz.	Genuine Joe/S P Richards/GJO02114CT/12/CT/Substitution	12.90322581	EA	\$68.86	CT	Price Converted to Miller's selling UM 12/16OZ/CT
#1-21	Stripper, Baseboard Gel - 19 oz.	Betco/Betco/BET992300/12/19oz/CT/Substitution	3.866666667	EA	\$48.58	CT	Price Converted to Miller's selling UM 12/19OZ/CT
#1-22	Vandal Mark Remover - 20 oz.	Betco/Betco/BET0152300CT/12/CT/Substitution	6.21129326	EA	\$78.04	CT	Price Converted to Miller's selling UM 12/20OZ/CT
#1-23	Wasp & Hornet Killer – 20oz	Claire/Claire/CGCCL005/12/CT	5.325925926	EA	\$66.91	CT	Price Converted to Miller's selling UM 12/14OZ/CT
#1-24	Cleanser, Powdered, Bleach 20 cans/cs	Comet/Proctor & Gamble/PGC32987CT/24/21oz/CT	39.30526316	CS	\$41.15	CT	Miller's UM CT/RFP CS
#1-25	Wiper, Disinfectant, Oxivar	Diversey/Diversey/DVO101105152/4/CT/Substitution	10.86338798	EA	\$45.49	CT	Price Converted to Miller's selling UM 4/CT
#1-26	Wiper, Disinfectant	Genuine Joe/S P Richards/GJO49870CT/12/100/CT/Substitution	2.2	EA	\$36.77	CT	Price Converted to Miller's selling UM 4/CT
#1-27	Microban Disinfectant & Mold Inhibitor	Lysol/Reckitt/RAC76334/1/GAL/Substitution	13.61290323	EA	\$14.25	EA	No Change
#2-1	Wastebasket, 14qt. Rectangular	Sparco/S P Richards/SPRO2160/1/EASubstitution	4.4	EA	\$4.61	EA	No Change
#2-2	Wastebasket, Rectangular, 28qt., Beige	Impact/Impact/IMP7702BEI/1/EA/Substitution	7.540983607	EA	\$7.90	EA	No Change
#2-3	Waste Receptacle, Round, 55 Gal. Grey	Genuine Joe/S P Richards/GJO00246/1/EA/Substitution	58.94845361	EA	\$61.72	EA	No Change
#2-4	Liner, 24 x 23, Black, 1 mil, 10 gallon	Colonial Bag/Colonial Bag/MOPCRGG23/500/CTSubstitution	0.04612	EA	\$24.14	CT	Price Converted to Miller's selling UM 500/CT
#2-5	Liner, 40 x 48, Clear, 2 mic, 60 gallon	Colonial Bag/Colonial Bag/MOPCRPKC46XXH/100/CTSubstitution	0.349666667	EA	\$36.61	CT	Price Converted to Miller's selling UM 100/CT

#2-6	Liner, 24 x 24, Black, 0.7 mil, 10 gallon	Colonial Bag/Colonial Bag/MOPCRB23H/500/CT/Substitution	0.0318	EA	\$16.34	CT	Price Converted to Miller's selling UM 500/CT
#2-7	Liner, 24 x24, Clear, 8 mic, 10 gallon	Colonial Bag/Colonial Bag/MOPHCR24MC/1000/CT/Substitution	0.018777778	EA	\$19.66	CT	Price Converted to Miller's selling UM 100/CT
#2-8	Liner, 33 x 39, Black, 1.25 mil, 33 gallon	Colonial Bag/Colonial Bag/MOPCRTGG39HP/100/CT/Substitution	0.156111111	EA	\$16.34	CT	Price Converted to Miller's selling UM CT
#2-9	Liner, 33 x 39, Black, 1.60 mil, 33 gallon	Colonial Bag/Colonial Bag/MOPCRTGG39XH/100/CT/Substitution	0.2058	EA	\$21.55	CT	Price Converted to Miller's selling UM 100/CT
#2-10	Liner, 33 x 40, Clear, 16 mic, 33 gallon	Colonial Bag/Colonial Bag/MOPHCR40XC/250/CT/Substitution	0.087333333	EA	\$22.86	CT	Price Converted to Miller's selling UM 250/CT
#2-11	Liner, 38 x 58, Black, 2 mil, 60 gallon	Colonial Bag/Colonial Bag/MOPCRTGG58XH/100/CT/Substitution	0.381111111	EA	\$39.90	CT	Price Converted to Miller's selling UM 100/CT
#2-12	Liner, 38 x60, Clear, 14 mic, 60 gallon	Colonial Bag/Colonial Bag/MOPHCR62HC/200/CT/Substitution	0.11	EA	\$23.03	CT	Price Converted to Miller's selling UM 200/CT
#2-13	Liner, 40 x 46, Black, 1.60 mil, 45 gallon	Colonial Bag/Colonial Bag/MOPCRTGG46XH/100/CT/Substitution	0.2842	EA	\$29.76	CT	Price Converted to Miller's selling UM 100/CT
#2-14	Liner, 40 x 46, Clear, 11 mic, 45 gallon	Colonial Bag/Colonial Bag/MOPHCR48MC/250/CT/Substitution	0.080666667	EA	\$21.11	CT	Price Converted to Miller's selling UM 250/CT
#2-15	Liner, 43 x 47, Black, 1.60 mil, 55 gallon	Colonial Bag/Colonial Bag/MOPCRTGG47XH/100/CT/Substitution	0.32	EA	\$33.13	CT	Price Converted to Miller's selling UM 100/CT
#2-16	Liner, 43 x 47, Black, 1.60 mil, 55 gallon	Colonial Bag/Colonial Bag/MOPCRTGG47XH/100/CT/Substitution	0.3164	EA	\$33.13	CS	Price Converted to Miller's selling UM 100/CT
#2-17	Lid for #5500-GY/ 55gal Receptacle, Grey	Genuine Joe/S P Richards/GJO00247/1/EA/Substitution	17.35789474	EA	\$18.17	CT	Price Converted to Miller's selling UM 100/CT
#3-1	White Honey Almond Hand Soap 4 gal/cs	Genuine Joe/S P Richards/GJO03109CT/4GAL/CT/Substitution	20.4	CS	\$21.36	CT	Miller's UM CT/RFP CS
#3-2	Antibacterial Wht Pearl Hand soap 4 gal/cs	Genuine Joe/S P Richards/GJO03110CT/4GAL/CT/Substitution	36.57894737	CS	\$38.30	CT	Miller's UM CT/RFP CS
#3-3	Hand Soap, Luxury foam. 6/1000ml/cs	Kutol/Kutol/KUT69041/6/1000ml/CT	43.73684211	CS	\$45.79	CT	Miller's UM CT/RFP CS
#3-4	Hand Cleaner, Antibacterial 12/800ml/cs	Betco/Betco/BET1412900/6/QT/CT/Substitution	66.63917526	CS	\$69.77	CT	Price Converted to Miller's selling UM 6/QT/CT
#3-5	Hand Cleaner, Pink Lotion, 12/800ml/cs	Betco/Betco/BET1122900/6/CT/Substitution	56.35	CS	\$36.88	CT	Price Converted to Miller's selling UM 6/1000ML/CT
#3-6	Hand Sanitizer, 62% alcohol, 6/1000ml/cs	Betco/Betco/BET7952900CT/6/1000ml/CT/Substitution	61.7628866	CS	\$64.67	CT	Miller's UM CT/RFP CS
#3-7	Hand Sanitizer, 70% Alcohol 60/4 oz/cs	Purell/GOJO/GOJ965124CT/24/4oz/CT/Substitution	45.96842105	CS	\$48.13	CT	Miller's UM CT/RFP CS
#3-8	Soap Hand Foam 6/1000ml/Case	Betco/Betco/BET7502900/6/1000ml/CT/Substitution	43.32631579	CS	\$45.36	CT	Miller's UM CT/RFP CS
#3-9	Disinfectant Neutral PH 4 Gallons/case	Betco/Betco/BET3160400/4GAL/CT/Substitution	44.96842105	CS	\$47.08	CT	Miller's UM CT/RFP CS
#3-10	Disinfectant RTU 5-Minute 4 Gallons/Case	Betco/Betco/BET3900400CT/4GAL/CT/Substitution	53.18556701	CS	\$55.69	CT	Miller's UM CT/RFP CS
#3-11	Disinfectant RTU 2-Minute 12 Quart/Case	Betco/Betco/BET3901200CT/12QT/CT/Substitution	44.73684211	CS	\$46.84	CT	Miller's UM CT/RFP CS
#3-12	Disinfectant Lemon 10-Minute 4 Gallons/Case	Betco/Betco/BET3160400/4GAL/CT/Substitution	44.96842105	CS	\$47.08	CT	Miller's UM CT/RFP CS
#3-13	#16 Disinfectant Washroom, Cleaner, 3-Ltr, Bath Mate	Diversey/Diversey/DV05019237/2/47.3oz/CT	67.96907216	EA	\$71.16	CT	Miller's UM 2/47.3OZ/CT/RFP EA
#3-14	#33 Neutral Disinfectant Cleaner, 3-Ltr, Morning Mist	Betco/Betco/BET3554700/4/2ltr/CT/Substitution	9.844565877	LITER	\$92.76	CT	Price Converted to Miller's selling UM 4/2LTR/CT
#3-15	Disinfectant, 3-Ltr, Outpost, Virex II 256, Minty Scent	Betco/Betco/BET3554700/4/2ltr/CT/Substitution	11.90860215	LITER	\$99.75	CT	Price Converted to Miller's selling UM 4/2LTR/CT
#3-16	Disinfectant Neutral PH, 4 gallons/cs	Betco/Betco/BET3040400/1/GAL/Substitution	10.10928962	GAL	\$10.58	EA	Miller's UM EA/RFP GAL
#3-17	Disinfectant Spray	Betco/Betco/BET10862300/12/CT/Substitution	4.815740741	EA	\$60.51	CT	Price Converted to Miller's selling UM 12/CT

#4-1	Floor Finish, Super High Gloss, 5 gal	Betco/Betco/BET605B500/5GAL/EA/Substitution	105	EA	\$109.94	EA	No Change
#4-2	Floor Finish, Wet look Premium, 5 gal	Betco/Betco/BET1840500/5GAL/EA/Substitution	73.37113402	EA	\$76.82	EA	No Change
#4-3	Floor Stripper, non-ammoniated, 4 gals/cs	Betco/Betco/BET1540500/5GAL/EA/Substitution	15.91182796	GAL	\$83.30	EA	Price Converted to Miller's selling UM 5/GAL/EA
#4-4	Floor Sealer Enseel 5 gal	Betco/Betco/BET6070500/5GAL/EA/Substitution	85.89690722	EA	\$89.93	CT	Miller's UM 5GAL/CT/RFP GAL
#4-5	27" Ultra High Speed Burnishing Pads 2/cs	3M/3M/MMM20264/5/CT/Substitution	68.32989691	CS	\$71.54	CT	Miller's UM CT/RFP CS
#4-6	Pad, Buffing, Red 18" 5 pads/cs	Boardwalk/Essendant/BWK4018RED/5/CT/Substitution	13.6344086	CS	\$14.28	CT	Miller's UM CT/RFP CS
#4-7	Pad, Buffing, Red 20" 5 pads/cs	Boardwalk/Essendant/BWK4018RED/5/CT/Substitution	13.6344086	CS	\$14.28	CT	Miller's UM CT/RFP CS
#4-8	20" Ultra High Speed Burnishing Pads 5/cs	Boardwalk/Essendant/BWK4020ULT/5/CT/Substitution	16.09473684	CS	\$16.85	CT	Miller's UM CT/RFP CS
#4-9	20" Black Stripping Pads 5/cs	Boardwalk/Essendant/BWK4020BLA/5/CT/Substitution	15.86315789	CS	\$16.61	CT	Miller's UM CT/RFP CS
#4-10	20" White Polishing Pads 5/cs	Boardwalk/Essendant/BWK4020WHI/5/CT/Substitution	15.86315789	CS	\$16.61	CT	Miller's UM CT/RFP CS
#4-11	20" Red Buffing Pads 5/cs	Boardwalk/Essendant/BWK4020RED/5/CT/Substitution	15.86315789	CS	\$16.61	CT	Miller's UM CT/RFP CS
#4-12	17" Red Buffing Pads 5/cs	Boardwalk/Essendant/BWK4017RED/5/CT/Substitution	12.69892473	CS	\$13.30	CT	Miller's UM CT/RFP CS
#4-13	14" Red Buffing Pads 5/cs	Boardwalk/Essendant/BWK4014RED/5/CT/Substitution	9.770491803	CS	\$10.23	CT	Miller's UM CT/RFP CS
#4-14	13" Red Buffing Pads 5/cs	Boardwalk/Essendant/BWK4013RED/5/CT/Substitution	8.644808743	CS	\$9.05	CT	Miller's UM CT/RFP CS
#4-15	3M 20" Surface Prep Pads 10/cs	3M/3M/MMMSP20/10/CT	90.81443299	CS	\$95.08	CT	Miller's UM CT/RFP CS
#4-16	3M 20" Natural Burnishing Pads 5/cs	3M/3M/MMM19008/5/CT	31.63157895	CS	\$33.12	CT	Miller's UM CT/RFP CS
#4-17	3M 13" Red Buffing Pads 5/cs	Boardwalk/Essendant/BWK4013RED/5/CT/Substitution	8.644808743	CS	\$9.05	CT	Miller's UM CT/RFP CS
#4-18	Pad, Stripping, Black, 20" 5 pads/cs	Americo/Americo/AMF400120/5/CT/Substitution	15.86315789	CS	\$16.61	CT	Miller's UM CT/RFP CS
#4-19	NCL #1058 - BARE BONES LOW ODOR Low Odor All-Purpose Speed Stripper RTU (1-5, 1-16)	Boardwalk/Essendant/BWK44045T/4GAL/CT/Substitution	11.46774194	GAL	\$48.03	CT	Price Converted to Miller's selling UM 4/CT
#4-20	NCL #0573 - BALANCE UHS Sealer / Finish	Betco/Betco/BET6060400/4GL/CT/Substitution	19.70526316	EA	\$82.53	CT	Miller's UM 4GAL/CT/RFP EA

#5-1	Finish Mop 5x18 White Looped	Genuine Joe/S P Richards/GJOMBW1B/1/EA/Substitution	8.66666667	EA	\$9.07	EA	No Change
#5-2	Swivel Snap Dust Mop Frame 5x18	Boardwalk/Essendant/BWK1418/1/EA/Substitution	3.57777778	EA	\$3.75	EA	No Change
#5-3	Swivel Snap Wood Handle 60" Fits Frame	Boardwalk/Essendant/BWK1490/1/EA/Substitution	9.726775956	EA	\$10.18	EA	No Change
#5-4	Broom, Corn, 60" Handle	Genuine Joe/S P Richards/GJO12002/1/EA/Substitution	7.661202186	EA	\$8.02	EA	No Change
#5-5	Dust Pan, Black, Plastic	Genuine Joe/S P Richards/GJO2406/1/EA/Substitution	2.28888889	EA	\$2.40	EA	No Change
#5-6	Medium Atomic Loop Mop White WB 12/cs	Boardwalk/Essendant/BWKS02WHCT/12/CT/Substitution	82.05154639	CS	\$85.91	CT	Miller's UM CT/RFP CS
#5-7	RM Blue Flat Mop Bucket w/Tray	Rubbermaid/Rubbermaid/RCPO93000BE/1CT	123	EA	\$128.78	CT	Miller's UM CT/RFP EA
#5-8	Mop Head, cotton/blend 16 oz. 4 ply blue	Genuine Joe/S P Richards/GJOMBL5B/1/EA/Substitution	7.35	CS	\$7.70	EA	Miller's UM EA/RFP CS
#5-9	Mop Head, cotton/blend 24 oz. 4 ply blue	Genuine Joe/S P Richards/GJOLBL5B/1/EA/Substitution	8.972677596	EA	\$9.39	EA	No Change
#5-10	Handle, Mop, Wooden Quick Change	Genuine Joe/S P Richards/GJO80160/1/EA/Substitution	15.90526316	EA	\$16.65	EA	No Change
#5-11	Broom, Warehouse	Genuine Joe/S P Richards/GJO12001/1/EA/Substitution	10.80645161	EA	\$11.31	EA	No Change
#5-12	Broom, Angular, Large	Genuine Joe/S P Richards/GJO9570/1/EA/Substitution	6.153005464	EA	\$6.44	EA	No Change
#5-13	Broom, sweeping, medium, 24" wide	Genuine Joe/S P Richards/GJO9655/1/EA/Substitution	17.38947368	EA	\$18.21	EA	No Change
#5-14	Handle, Broom, Threaded metal tip	Boardwalk/Essendant/BWK136/1/EA/Substitution	4.47777778	EA	\$4.69	EA	No Change

#5-15	Bucket/Wringer Combo, 26qt., Beige	Genuine Joe/S P Richards/GJO60466/1/EA/Substitution	71.89690722	EA	\$75.28	EA	No Change
#5-16	Bucket, Utility, 14qt. Round, Grey	Genuine Joe/S P Richards/IMP5510/1/EA/Substitution	7.245901639	EA	\$7.59	EA	No Change
#5-17	Dust pan, Lobby, Upright, Black	Genuine Joe/S P Richards/GJO85136/1/EA/Substitution	6.808743169	EA	\$7.13	EA	No Change
#5-18	Wet Floor Sign, Folding, Yellow	Genuine Joe/S P Richards/GJO85117/1/EA/Substitution	7.628415301	EA	\$7.99	EA	No Change
#6-1	Sanitary Napkin Receptacle, White Metal	Impact/Impact/IMP1102/1/EA	0	EA	\$0.00	EA	No Change
#6-2	Soap Dispenser, 800 ml,	Betco/Betco/BET9254300/12/CT/Substitution	0	EA	\$0.00	EA	No Change
#6-3	Soap Dispenser, 1000 ml	Betco/Betco/BET9254301/12/CT/Substitution	0	EA	\$0.00	EA	No Change
#6-4	Stand, Dispenser, Sanitizer, 36" tall, no touch	Betco/Betco/BET9196800/1/EA/Substitution	0	EA	\$0.00	EA	No Change
#6-5	Toilet Tissue Dispenser, TTB619	Tork/Essity/TRK565828/1/CT	0	EA	\$0.00	EA	No Change
#6-6	Roll Paper Towel Dispenser, TOWB31040	Pacific Blue/Georgia Pacific/GPC59589/1/EA/Substitution	0	EA	\$0.00	EA	No Change
#6-7	Envirox H2O2 2 Button Blend Buddy Dispenser	Betco/Betco/BET9217400/1/EA/Substitution	0	EA	\$0.00	EA	No Change
#6-8	Liner for Sanisac receptacle, 500/cs	Hospeco/Hospeco/HOS6802W/500/CT	36.84210526	CS	\$38.57	CT	Miller's UM CT/RFP CS
#6-9	Bags, Waxed for Sanitary Napkin	Impact/Impact/IMP25121298/250/CT/Substitution	21.13684211	EA	\$22.13	CT	Miller's UM CT/RFP EA
#6-10	Dispenser 1150ml Manual Germ-X Sanitizer	Purell/GOJO/GOJ502001/1/EA/Substitution	0	EA	\$0.00	EA	No Change
#6-11	Dispenser 1150ml Auto Germ-X Sanitizer	Purell/GOJO/GOJ772001/1/EA/Substitution	0	EA	\$0.00	EA	No Change
#7-1	Gloves P/F Nitrile 4.3 mil 100/10bx/cs	Vanguard/Vanguard/MOPA16A1/100/10BX/CT/Substitution	34.21052632	CS	\$35.82	CT	Miller's UM CT/RFP CS
#7-2	Gloves, Latex Light Powdered, 100/box, Small	Vanguard/Vanguard/MOPA32A11/100/10BX/CT/Substitution	3.15	EA	\$32.98	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-3	Gloves, Latex Light Powdered, 100/box, Medium	Vanguard/Vanguard/MOPA32A12/100/10BX/CT/Substitution	3.15	BX	\$32.98	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-4	Gloves, Latex Light Powdered, 100/box, Large	Vanguard/Vanguard/MOPA32A13/100/10BX/CT/Substitution	3.15	BX	\$32.98	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-5	Gloves, Latex Light Powdered, 100/box, Extra Large	Vanguard/Vanguard/MOPA32A14/100/10BX/CT/Substitution	3.15	BX	\$32.98	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-6	Gloves, Vinyl Light Powder, 100/box, Small	Vanguard/Vanguard/MOPA22A11/100/10BX/CT/Substitution	1.80555556	BX	\$18.91	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-7	Gloves, Vinyl Light Powder, 100/box, Medium	Vanguard/Vanguard/MOPA22A12/100/10BX/CT/Substitution	1.80555556	BX	\$18.91	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-8	Gloves, Vinyl Light Powder, 100/box, Large	Vanguard/Vanguard/MOPA22A13/100/10BX/CT/Substitution	1.80555556	BX	\$18.91	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-9	Gloves, Vinyl Light Powder, 100/box, Extra Large	Vanguard/Vanguard/MOPA22A14/100/10BX/CT/Substitution	1.80555556	BX	\$18.91	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-10	Gloves, Vinyl Powder Free, 100/Box, Small	Vanguard/Vanguard/MOPA23A11/100/10BX/CT/Substitution	1.80555556	BX	\$18.91	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-11	Gloves, Vinyl Powder Free, 100/Box, Medium	Vanguard/Vanguard/MOPA23A12/100/10BX/CT/Substitution	10.89543733	BX	\$114.12	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-12	Gloves, Vinyl Powder Free, 100/Box, Large	Vanguard/Vanguard/MOPA23A13/100/10BX/CT/Substitution	0.18055556	BX	\$18.91	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-13	Gloves, Vinyl Powder Free, 100/Box, Extra Large	Vanguard/Vanguard/MOPA23A14/100/10BX/CT/Substitution	1.625	BX	\$17.01	CT	Price Converted to Miller's selling UM 100/10BX/CT
#7-14	Gloves, Nitrile Powder Free, 100/Box, Small	Ammex/Ammex/MOPAPFN42100/100/10BX/CT/Substitution	4.38888889	BX	\$45.95	CT	Miller's UM CT/RFP BX
#7-15	Gloves, Nitrile Powder Free, 100/Box, Medium	Ammex/Ammex/MOPAPFN44100/100/10BX/CT	4.38888889	BX	\$45.95	CT	Miller's UM CT/RFP BX
#7-16	Gloves, Nitrile Powder Free, 100/Box, Large	Ammex/Ammex/MOPAPFN46100/100/10BX/CT	4.38888889	BX	\$45.95	CT	Miller's UM CT/RFP BX

#7-17	Gloves, Nitrile Powder Free, 100/Box, Extra Large	Ammex/Ammex/MOPAPFN48100/100/10BX/CT/Substitution	4.38888889	BX	\$45.95	CT	Miller's UM CT/RFP BX
#7-18	Gloves, Flock-Lined, Latex, Yellow, Small	Impact/Impact/IMP84305CT/12PR/PK/Substitution	9.715846995	PK	\$10.17	PK	No Change
#7-19	Gloves, Flock-Lined, Latex, Yellow, Medium	Vanguard/Vanguard/MOPC22B18/144/PR/CT/Substitution	4.907407407	PK	\$61.66	CT	Price Converted to Miller's selling UM 144/PR/CT
#7-20	Gloves, Flock-Lined, Latex, Yellow, Large	Vanguard/Vanguard/MOPC22B19/144/PR/CT/Substitution	4.907407407	PK	\$61.66	CT	Price Converted to Miller's selling UM 144/PR/CT
#7-21	Gloves, Flock-Lined, Latex, Yellow, Extra Large	Vanguard/Vanguard/MOPC22B110/144/PR/CT/Substitution	4.907407407	PK	\$61.66	CT	Price Converted to Miller's selling UM 144/PR/CT
#8-1	Fabric Sheets, Bounce, 160/box 6 bx/cs	Bounce/Proctor & Gamble/PGC80168CT/960/CT	49.22105263	CS	\$51.53	CT	Miller's UM CT/RFP CS
#8-2	Detergent, Laundry, Powder, 40 lb box	Genuine Joe/S P Richards/GJO99737/40LB/EA/Substitution	22.68421053	EA	\$23.75	EA	No Change
#8-3	Bleach, 6 gallons/case	Pure Bright/KIK/KIK8635042CT/6GAL/CT	19.08421053	CS	\$19.98	CT	Miller's UM CT/RFP CS
#9-1	Toilet Tissue, 1-ply white, 48 rolls (For Schools Only)	Tork/Essity/TRK240123/48RL/CT	81.53608247	CS	\$85.37	CT	Miller's UM CT/RFP CS
#9-2	Toilet Tissue 2-ply white, 36 rolls	Nittany/Nittany/MOPNP218/12/1000/CT/Substitution	27.64	CS	\$28.94	CT	Miller's UM CT/RFP CS
#9-3	Roll Towels, bleached white, 6 rolls 1000ft	Nittany/Nittany/MOPNP6800YW/6/800/CT/Substitution	5.491666667	RL	\$34.50	CS	Price Converted to Miller's selling UM 6/800/CT
#9-4	Roll Towels, household type, 30 rolls	Nittany/Nittany/MOP06350/30RL/CT/Substitution	24.90526316	CS	\$26.08	CT	Miller's UM CT/RFP CS
#9-5	Towels, single fold, natural	Nittany/Nittany/MOPP600N/4008/CT/Substitution	20.31578947	CS	\$21.27	CT	Miller's UM CT/RFP CS
#9-6	Towels, Multi fold, natural	Nittany/Nittany/MOPNPMFN4000/4000/CT/Substitution	17.84210526	CS	\$18.68	CT	Miller's UM CT/RFP CS
#9-7	Towels, multi fold, bleached white	Nittany/Nittany/MOPNP5301/4000/CT/Substitution	20.45263158	CS	\$21.41	CT	Miller's UM CT/RFP CS
#9-8	Toilet Paper, 2 ply, 500 sheets, 96 rolls/cs	Nittany/Nittany/MOPNP9650033U/96/CT/Substitution	39.95	CS	\$41.83	CT	Miller's UM CT/RFP CS
#9-9	Sensor Paper bags 10/pack	Janitized/Janitized/APCIANWISEN3/100/CT/Substitution	11.23548387	PK	\$117.63	CT	Price Converted to Miller's selling UM 100/CT
#10-1	C-Amor, Spray Bottle	Armor All/Armor All/ARM10228EA/1/EA	14.33333333	EA	\$15.01	EA	No Change
#10-2	Pump up Pressure Sprayer 1 gallon	Envirox/Envirox/MOPRLF1971/1/EA	39.86315789	EA	\$41.74	EA	No Change
#10-3	117 Green Spray Bottle & Trigger Light Duty	Envirox/Envirox /MOPENV8550EA/1/EA	4.2	EA	\$4.40	EA	No Change
#10-4	117 Red Spray Bottle & Trigger Heavy Duty	Envirox/Envirox/MOPENV8552EA/1/EA	4.2	EA	\$4.40	EA	No Change
#10-5	Spray Bottle, 32 oz.	Genuine Joe/S P Richards/GJO85126/12/CT/Substitution	0.708333333	EA	\$8.90	CT	Price Converted to Miller's selling UM 12/CT
#10-6	Trigger Sprayer, 9.75"	Genuine Joe/S P Richards/GJO85144/24/CT/Substitution	0.763888889	EA	\$19.20	CT	Price Converted to Miller's selling UM 24/CT
#11-1	Brush, toilet Bowl, 12" Handle	Genuine Joe/S P Richards/GJO18319/1/EA/Substitution	2.1	EA	\$2.20	EA	No Change
#11-2	Counter Brush, 8" Block w/poly bristles	Boardwalk/Essendant/BWKS408/1/EA/Substitution	4.566666667	EA	\$4.78	EA	No Change
#11-3	Brush, Hand Scrub, 10" Block	Genuine Joe/S P Richards/GJO18416/1/EA/Substitution	3.811111111	EA	\$3.99	EA	No Change
#11-4	Brush, Toilet Bowl	Genuine Joe/S P Richards/GJO99657/12/CT/Substitution	3.208333333	EA	\$40.31	CT	Price Converted to Miller's selling UM 12/CT
#11-5	Duster, Lambswool. 24" long	Ettore/Ettore/ETO48720/1/EA/Substitution	5.188888889	EA	\$5.43	EA	No Change
#11-6	Duster 58", Telescoping Pole, Lambswool	Impact/Impact/IMP3106/1/EA	6.797814208	EA	\$7.12	EA	No Change
#11-7	Acrylic Bowl Johnny Mop	Genuine Joe/S P Richards/GJO99756/25/CT/Substitution	0.897333333	EA	\$23.49	CT	Price Converted to Miller's selling UM 25/CT
#12-1	Ice Melt, Traction Melt, 50 lb. bag	Scotwood/Traction Melt/MOP1670019/50/PL/17PL/TL	9.21	EA	\$8,193.77	TL	Price Converted to Miller's selling UM 50/PL/17PL/TL

#12-2	Ice Melt, Safe Step, 50 lb. bag	Safe Step/Safe Step/NAS815411/498G/PL	16.51578947	EA	\$14,401.18	TL	Price Converted to Miller's selling UM 49/PL/17PL/TL
#13-1	Breakdown Odor Eliminator 4 gallons	Diversey/Diversey/DV094291110/4GAL/CT	93.64948454	EA	\$98.05	CT	Miller's UM CT/RFP EA
#13-2	Urinal Block, Cherry Scented, 12/box	Boardwalk/Essendant/BWKU03CT/144/CT/Substitution	0.740509259	EA	\$111.65	CT	Price Converted to Miller's selling UM 144/CT
#13-3	Urinal Screen w/ Deodorizing Block, Cherry	Odoban/Odoban/ODO95896212/12/CT/Substitution	2.468518519	EA	\$31.01	CT	Price Converted to Miller's selling UM 12/CT
#13-4	Microburst 3000 Programmable Disp.	Rubbermaid/Rubbermaid/RCP1793532/1/EA	0	EA	\$0.00	EA	No Change
#13-5	Microburst Linen Fresh Deodorant	Rubbermaid/Rubbermaid/RCP4012551/12/CT	6.545537341	EA	\$82.24	CT	Price Converted to Miller's selling UM 12/CT
#13-6	Microburst Mountain Peak Deodorant	Rubbermaid/Rubbermaid/RCP4012571/12/CT	6.545537341	EA	\$82.24	CT	Price Converted to Miller's selling UM 12/CT
#13-7	Microburst Ocean Breeze Deodorant	Rubbermaid/Rubbermaid/RCP4012581/12/CT	6.785063752	EA	\$85.25	CT	Price Converted to Miller's selling UM 12/CT
#13-8	Air Deodorizer Clip, 12/Case	Fresh Products/Fresh Products/FRSEBC72CME/12/BX/Substitution	24.25263158	CS	\$25.39	BX	Miller's UM BX/RFP CS
#13-9	Deodorizing Urinal Screen, 10/Case	Boardwalk/Essendant/BWK1001/12/DZ/Substitution	0.933333333	EA	\$11.73	DZ	Price Converted to Miller's selling UM 12/DZ
#14-1	Scouring Pads, Green, 6x9, 60/cs	Boardwalk/Essendant/BWK196/20/CT/Substitution	0.319444444	EA	\$6.69	CT	Price Converted to Miller's selling UM 20/CT
#14-2	Measuring cup, 16 oz.	Rubbermaid/Rubbermaid/RCP3215CLE/1/EA/Substitution	12.27956989	EA	\$12.86	EA	No Change
#14-3	Plunger, bowl, 25" handle	Genuine Joe/S P Richards/GJO85130/1/EA/Substitution	3.266666667	EA	\$3.42	EA	No Change
#14-4	Putty Knife, 1.25" wide	Great Neck/Great Neck/GNS15PKS/1/EA/Substitution	1.655555556	EA	\$1.73	EA	No Change
#14-5	Scraper, 4" w/12" Aluminum handle	Ettore/Ettore/ETO2005/1/EA/Substitution	10.31693989	EA	\$10.80	EA	No Change
#14-6	Blades, 4" for Unger Scraper, 10/pack	Unger/Unger/UNGR810C/10/PK	8.426229508	PK	\$8.82	PK	No Change
#14-7	Scraper, H.D., 8" wide, Telescopic Handle	Unger/Unger/UNGHDS0/1/EA	59.53608247	EA	\$62.33	EA	No Change
#14-8	Blades, 8" for Unger Scraper, 10/pack	Unger/Unger/UNGHDS80/10/EA	24.94736842	EA	\$26.12	EA	No Change
#14-9	Pumice Scouring Sticks, 12/cs	US Pumice/US Pumice/UPMIAN12/12/PK/Substitution	21.05263158	PK	\$22.04	PK	No Change
#14-10	Sponge, 6" x 4.25 x 1.625, 24/cs	Genuine Joe/S P Richards/GJO18318/48/CT/Substitution	0.630555556	EA	\$31.69	CT	Price Converted to Miller's selling UM 48/CT
#14-11	Door stop, brown rubber, 3 pack	Master/Master/MAS00972/2/PK/Substitution	2.972222222	EA	\$6.22	PK	Price Converted to Miller's selling UM 2/PK
#14-12	Doodlebug Pad Holder, Swivel	Genuine Joe/S P Richards/GJO27000/1/EA/Substitution	2.7	EA	\$2.83	EA	No Change
#14-13	Pad, Doodlebug, Black High Pro, 8 pads/pack	3M/3M/MMM05241/10/BX/Substitution	3.583333333	PD	\$37.52	BX	Price Converted to Miller's selling UM 10/BX
#14-14	Pad, Doodlebug, Brown	Genuine Joe/S P Richards/GJO03125/1/EA/Substitution	1.344444444	EA	\$1.41	EA	No Change
#14-15	Dolly, Black	Genuine Joe/S P Richards/GJO11586/1/EA/Substitution	29.86315789	EA	\$31.27	EA	No Change
#14-16	Plunger, sink, 25" handle	Genuine Joe/S P Richards/GJO85130/1/EA/Substitution	3.266666667	EA	\$3.42	EA	No Change
#14-17	Sensor S Model Exhaust Filter	Janitized/Janitized/APCIANWSEN3/100/CT/Substitution	1.161	EA	\$121.56	CT	Price Converted to Miller's selling UM 100/CT
#14-18	Towels, Turkish Bar, White, 25 lb. box	Hospeco/Hospeco/HOSS3725/25lb/CT/Substitution	49.11	BX	\$51.42	CT	Miller's UM CT/RFP BX
#14-19	Wipes, T-shirt, Cotton White, 25 lb. Box	Hospeco/Hospeco/HOS45525BP/25lb/CT	78.34020619	BX	\$82.02	CT	Miller's UM CT/RFP BX
#14-20	Mousetrap Pest Catchers Glue Board	JT Eaton/JT Eaton /MOPJTEATON199/1/EA	0.5	EA	\$0.52	EA	No Change
#14-21	Super-Sorb absorbent	Fresh Products/Fresh Products/FRS614SSEA/1/EA/Substitution	45.81052632	EA	\$47.96	EA	No Change
#15-1	Shampoo, Rug Foamy, 4gal/cs	Betco/Betco/BET4200400CT/AGL/CT/Substitution	61.99	CS	\$64.90	CT	Miller's UM CT/RFP CS
#15-2	Spotter, Carpet Extreme, 12quarts/cs	Betco/Betco/BET4251200/12QT/CT/Substitution	46.61052632	CS	\$48.80	CT	Miller's UM CT/RFP CS

#15-3	Carpet Deodorizer	Arm & Hammer/Arm & Hammer/CDC3320011538/6/30oz/CRT/Substitution	0.866666667	EA	\$13.54	CT	Price Converted to Miller's selling UM 6/30OZ/CT
#15-4	Cleaner, Rug, Extraction/Steam, 4gal/cs	ZEP/ZEP/ZPP1041398/4GL/CT/Substitution	56.69072165	CS	\$59.36	CT	Miller's UM CT/RFP CS
#15-5	Defoamer for Carpet Cleaner, 4 gallon/cs	Misty/Misty/AMR1038773/4GAL/CT/Substitution	62.17525773	CS	\$65.10	CT	Miller's UM CT/RFP CS

FAUQUIER COUNTY AND FAUQUIER COUNTY SCHOOL BOARD
Political subdivisions of the Commonwealth of Virginia
Contract # MI 38-23RCC
Custodial Supplies and Related Products and Services

This Agreement is made and entered into this 21st day of March, 2023, by Fauquier County, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "Owner" and, **Miller's Supplies at Work**, located at **8600 Cinder Bed Rd., Lorton, VA 22079**, 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 serve as the primary source to provide custodial cleaning supplies, materials, dispensers, and other related supplies and service on an as needed basis to the Owner, as set forth in the Contract Documents.

COMPENSATION: The Owner will pay and the Contractor will accept in full consideration for services rendered during the contract term the fees as provided in the Contractor's proposal dated February 16, 2023 and attached hereto.

CONTRACT PERIOD: The initial contract term is March 21, 2023 through March 20, 2024, with the option to renew for four (4) additional one-year periods upon mutual agreement of both parties.

The contract documents shall consist of and are listed in order of priority:

- (1) This signed form and Insurance;
- (2) RFP 38-23RC dated January 6, 2023; inclusive of all addenda.
- (3) Contractor's Proposal dated February 16, 2023, inclusive of all addenda.

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

Miller's Supplies at Work

By: Wayne Stillwagon

Title: PRESIDENT

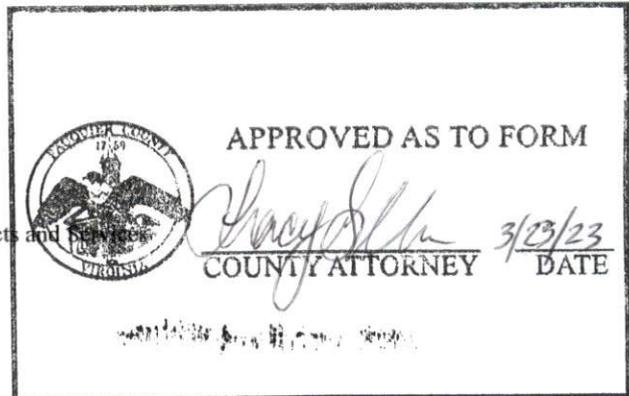
Date: 03/21/2023

**Fauquier County and the Fauquier
County School Board, political subdivisions
of the Commonwealth of Virginia**

By: [Signature]

Title: Finance Director

Date: 3/27/2023





FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS REQUEST FOR PROPOSALS

RFP 38-23RC

“Custodial Supplies and Related Products and Services”

IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT

**SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA
FAUQUIER COUNTY’S BONFIRE PORTAL
<https://fauquiercounty.bonfirehub.com>**

Fauquier County Government uses an electronic procurement portal powered by Bonfire Interactive for accepting and evaluating all proposals. To register, visit the portal at the below link: <https://fauquiercounty.bonfirehub.com>. Registration is free. Additional assistance is also available at Support@GoBonfire.com.

Submitting proposals via the Bonfire portal is **mandatory**. Fauquier County Government **will not** accept proposals submitted by paper, delivered by courier, telephone, facsimile (“FAX”) transmission, or electronic mail (e-mail) in response to any solicitations. Reference section titled “PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS” section in the solicitation for additional detailed information. Fauquier County Government strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal submission is not considered successful unless all necessary files have been uploaded and the ‘Submit & Finalize’ step has been completed. Potential offerors can upload their proposal in stages or phases as they deem necessary however all requested documents must be uploaded and submitted by the due date and time of the respective solicitation

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL (RFP)**

ISSUE DATE: January 4, 2023

RFP 38-23RC

TITLE: **Custodial Supplies and Related Products and Services**

ISSUED BY: Fauquier County Government and Public Schools
Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186

Electronic Proposals Will Be Received Until **6:00 p.m., February 3, 2023** For Furnishing the Goods and Services Described Herein. No Late Bids Will Be Accepted. All inquiries for additional information and any updates to this solicitation can be found at the referenced link below. <https://fauquiercounty.bonfirehub.com/opportunities/>

IMPORTANT NOTE: ELECTRONIC PROPOSALS WILL ONLY BE ACCEPTED VIA THE BONFIRE PORTAL WITH DETAILED INSTRUCTIONS IN “**ATTACHMENT A**” of this solicitation. All inquiries for additional information and any updates to this solicitation can be found at the referenced link below: <https://fauquiercounty.bonfirehub.com/opportunities/>

The deadline for any questions related to this RFP are to be submitted via the Bonfire Portal by 2:00PM (EST) on January 18, 2023. No mailed, faxed, or hand delivered submissions will be accepted. If necessary, any addendums will be posted on the Bonfire Portal and on the Fauquier County Government and Public Schools Procurement website which can be found at: <https://www.fauquiercounty.gov/government/departments-h-z/procurement/bids-proposals>

Period of Contract: One year from Date of Award, with the option to renew for four (4) additional (1) one- year periods (see Section 6.0 for additional details).

In Compliance with this Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Full Legal Name and Address of Firm:

	Date: _____
	By: _____
	(Signature in Ink)
	Name: _____
Zip Code: _____	Title: _____
FEI/FIN NO.: _____	Telephone Number: (____) _____
E-Mail Address: _____	Fax Number: (____) _____

****RETURN THIS PAGE****

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** Complete and return these pages with proposal response*

1.0 PURPOSE

The purpose of this Request for Proposals (RFP) is the procurement and delivery of custodial cleaning supplies, materials, dispensers, and other related supplies and service on an as needed basis to Fauquier County Government & Public Schools to establish a term contract through competitive negotiations, with one or more qualified Offeror(s). The resulting contract will establish a ready “**as required**” source for the items listed in this RFP, and will be available for use by all departments and school facilities within Fauquier County Government & Public Schools in accordance with the terms, conditions and specifications contained herein. This solicitation is issued by the Fauquier County Government & Public Schools Procurement Division on behalf of the Fauquier County Board of Supervisors and the Fauquier County School Board, political subdivisions of the Commonwealth of Virginia, herein referred collectively for convenience as “Owner”. **The Owner reserves the right to award to multiple Offeror(s), in its sole discretion.**

- 1.1 For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an “Offeror”. An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a “Contractor”.
- 1.2 The contents of the proposal submitted by the Offeror, this RFP (including general and special terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Contractor will be required to sign a contract with the Owner.
- 1.3 There is no guarantee of any minimum amount of custodial supplies that may be requested by the Owner and no such supplies may be requested, all in the Owner’s sole discretion. However, the Owner will use its best efforts to order such supplies from one or more Offeror(s) that may be awarded a contract under this RFP, provided the items requested are available from such entity. “Services” as used in this RFP are meant to convey “sales/customer representative service and support”, not custodial cleaning services.
- 1.4 The Owner invites any qualified Offeror(s) to respond to this RFP by submitting a proposal for custodial supplies consistent with the terms and conditions herein set forth. As part of the competitive negotiation process, a final statement of needs will be negotiated with the Offeror(s).

2.0 BACKGROUND

- 2.1 Orders for Fauquier County Government & Public Schools custodial supplies will be placed by and delivered to various schools, departments and divisions. The Owner seeks an experienced Contractor to provide custodial supplies and related sales representative services to begin around February 2023.

3.0 STATEMENT OF NEEDS

The Contractor shall furnish all necessary labor, personnel, service, supervision, skills, parts, equipment for unloading products, dollies, fuel surcharge, materials, supplies, shipping, handling, transportation and documentation necessary to perform the requested services and provide the required products specified herein. The requirements outlined herein represent the general scope of this contract, but may not represent the full range of areas that should be reviewed under the scope of this contract; Offerors are encouraged to suggest additional services they can provide relative to Owner requirements. Owner reserves the right to request the Contractor to provide additional services; the cost for additional services will be negotiated using awarded contract unit price and/or discount percentage, based on a mutually agreed upon statement of need at the time they are requested, and will be added to the contract through written modification.

Specific Scope Requirements

- 3.1 The Offeror(s) will be required to provide to the Owner under this RFP the services and/or items listed below or those referred to in any way in the contract, any terms and conditions, and/or any attachments to this RFP. Each Offeror(s) should carefully read and review all such items and should address such items in

its proposal. However, the final description of the services and/or items to be provided to the Owner under this RFP is subject to negotiations with the Offeror(s), and final approval by the Owner.

- 3.1.1 Product Categories: Offeror shall furnish a broad range of Custodial Products and Equipment to the Owner, on an as-required basis, to various delivery locations, including but not limited to the items listed on the Custodial Supplies and Related Products Price List bid table and listed on the Owners' current custodial supplies contract that can be found attached. The Offeror should make available, upon Owner's request, any items contained in Offeror's catalog, as such catalog may be updated from time to time, together with any other items the Offeror might be able to provide to the Owner.
- 3.1.2 Product Availability: Offeror agrees that there will be no cancellation of products used by the Owner without an equal and acceptable replacement approved by the Owner during the term of the Contract. The Offeror should communicate manufacturer's discontinuation of any products to the Contract Administrators with a copy to the Owner's Procurement Division in writing within five (5) business days of such discontinuation. Offerors may be requested to provide the complete manufacturer's technical and descriptive literature regarding the brand and material your company is proposing; literature shall be sufficient in detail in order to allow full and fair evaluation of the product(s) submitted.
- 3.1.3 New Products: All items furnished under this Contract shall be new, unused equipment and/or goods, unless otherwise approved by the Owner in writing. Products, material and/or supplies shall be commercial and /or institutional grade (first quality). Contractor shall guarantee the original purchase of equipment for a period of not less than one year from the date of acceptance by Owner, that Contractor will replace or repair any defective product during the guarantee period, excluding any item which has been subjected to accident, alterations, abuse, misuse or neglect by the Owner or its employees or that is caused by normal wear and tear. Any standard Manufacturer Guarantee or Warranty for a period longer than one year shall not be nullified by the aforementioned general guarantee.
- 3.1.4 Returns: Any materials delivered in poor condition, in excess of the quantity ordered authorized by the Owner, or not ordered by the Owner may, at the discretion of the Owner, be returned to the Offeror's warehouse at the Offeror's sole expense. The Owner will not pay restocking charges. The Owner should make such returns within 30 days. Credit for returned goods should be made immediately once the Offeror receives returned goods.
- 3.1.5 Substitute Item: In cases where the Owner's exact item order cannot be filled by the Offeror's stock, but a close substitute is available, a substitute item may be shipped only with Owner's prior approval. It is the Offeror's responsibility to obtain and document such approval. **All proposed substitutions must, at a minimum, include the following for thorough evaluation:**
- 3.1.5.1 Written statement of the product specifications including but not limited to:
- ❖ Manufacturer Spec Sheet
 - ❖ Applicable Product Brochures
 - ❖ Model number
 - ❖ Warranties
 - ❖ Safety Data Sheets (SDS)
 - ❖ Dilution Ratio (If and as applicable)
- 3.1.5.2 The Owner will be the sole determiner of whether or not any proposed equals are equal in construction quality and aesthetic.
- 3.1.5.3 The Owner shall have the right to accept alternatives in any order or combination.

3.1.5.4 All substitutions must be clearly identified as such within submission documents.

- 3.1.6 Samples: When requested, Offeror should supply sample items in sufficient quantities for evaluating and testing purposes. Samples should be provided within five (5) working days after the Owner makes this request. **Note requirement for SDS and container labeling as specified in the Special Terms and Conditions.** Offeror shall be responsible for all expenses incurred for the cost and delivery of samples provided. The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and/or specifications with the samples being requested. **It will not be the responsibility of the Owner to determine which product is being offered from the vendor's catalog and/or cut sheet, if it is not clearly identified.** Failure to submit requested samples may eliminate the Offeror from further consideration. Offeror shall submit samples free of charge, packed in the original container, clearly marked "SAMPLE" with the RFP number, proposal item number, Offeror's name and address. If requested, samples shall be delivered to the Procurement Division, 320 Hospital Drive, Suite 23, Warrenton, VA 20186. **It will not be the responsibility of the Owner to determine which unmarked samples belong to which Offeror.** Offeror's samples will be evaluated to determine compliance with all major characteristics of the brand name and specifications indicated herein to determine if the sample is of equal quality. The Owner shall make the sole decision and final determination as to which products and materials meet specification.
- 3.1.8 Environmental: The Offeror must provide standard and Green Seal Certified, Eco Preferred or Bio Based cleaning chemicals. Offeror must provide standard and Green products, labels must clearly note all ingredients for types of products, along with any ratings if applicable.
- 3.1.9 Catalog: Upon request of top ranked offeror, a current Cleaning Supply Catalog and price list shall be provided with each copy by the Offeror to the owner at no additional cost to the Owner. Current hard copy and online catalogs should be supplied to the Owner each year the resulting Contract is active. Contractor should aid in implementing the contract(s) and transitioning departments/schools to the contract(s) sources by setting up a punch out/electronic catalog.
- 3.1.10 Customer Service: The Offeror shall provide the Owner a designated account representative to handle questions and resolve problems that arise. At least one Customer Service Representative shall be available during normal working hours, that being 8:00a.m. to 5:00p.m. Monday thru Friday. The Representative shall be available by phone, fax, or email (local and/or toll free number preferred). The Offeror shall also provide an emergency contact representative, and phone number, who can be contacted by phone at all other times.
- 3.1.11 Orders: The Offeror shall not specify minimum order quantities nor charge additional fees for small quantity orders.
- 3.1.12 Delivery: The Offeror should make delivery of each order to an inside location (department/division, etc.) as directed by the order submittal. The price quoted for each item is the full purchase price including inside delivery to destination, and includes all transportation and handling charges. Delivery shall be FOB Destination. Each Offeror shall indicated their delivery time on the Proposal Pricing Response Form where indicated. Owner requires deliveries to be received within five (5) days after receipt of order. The Contractor shall make all deliveries to the receiving dock at each school location or to the locations designated by receiving personnel after checking in with the main office of the school or department.
- 3.1.12.1 County Departments: Contractor shall deliver to Fauquier County Building and Grounds Department between the hours of 7 A.M. and 3:00 P.M. Monday through Friday, except holidays or unless other mutually agreed upon arrangements are made.

Contractor shall deliver to all other Fauquier County Departments between the hours of 8 A.M. and 4:00 P.M. Monday through Friday, except holidays or unless other mutually agreed upon arrangements are made.

3.1.12.2 Schools: Contractor shall deliver to **each school** between the hours of 8 A.M. and 2:30 P.M. Monday through Friday, except holidays or unless other mutually agreed upon arrangements are made.

3.1.13 Sales/Delivery Tickets: The Contractor shall provide two (2) copies of the delivery/sales tickets for all items ordered and received by the Owner. The Contractor shall obtain the signature of the authorized person or designee on all delivery/sales tickets. The Contractor shall supply the following information on each and every delivery/sales ticket:

- ❖ Contractor's Name
- ❖ Purchase Order or Blanket Purchase Order number
- ❖ Date of Purchase
- ❖ Bill To: Specific Location Name, Ship-to-location, and Account number.
- ❖ Name, Quantity, Unit Price and Extension for each item, and total, less any applicable trade discount in accordance with the contract.
- ❖ Notation of any/all shortages.
- ❖ Signature of authorized receiving personnel

3.1.14 Quality Assurance Guarantee: The Offeror shall guarantee the items to be free from defects in materials and workmanship, given normal use and care, for the period of the manufacturer warranty. The Offeror shall agree to repair and/or replace without charge (including freight both ways) to the Owner any item or part thereof, which proves to be defective or fails within the warranty period as specified. In the event an item cannot be repaired or replaced to the satisfaction of the Owner, the Offeror shall refund, in full, any amounts paid to the Offeror by the Owner for the item.

3.1.15 Dispensers: If dispenser system proposed requires removal of existing system and installation of a new dispenser system, removal and installation costs shall be the responsibility of the Contractor. The Contractor shall coordinate with the appropriate manufacturers to furnish, install and maintain the appropriate dispensing equipment for all products that require dispensers.

3.1.16 Emergency Purchases: The Owner reserves the right to make emergency purchases from other sources, should the Contractor be unable to furnish the required item within the required time frame.

3.1.17 Inventory: The Contractor shall store and inventory sufficient quantities of all monthly occurring products and supplies at their facilities.

4.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

4.1 General Requirements

4.1.1 RFP Response. In order to be considered for selection, Offerors must submit a complete response to the RFP. **One (1) original and five (5) copies of each proposal must be submitted to the Owner; additionally Offerors shall provide one (1) electronic proposal response on either a flash drive or CD with their proposal packet. A removable media storage device containing one (1) redacted digital copy of the proposal to remove all confidential and proprietary material, must be included in the proposal packet. The notation "Custodial Supplies and Related Products", RFP No. 38-23RC and the specified opening time and date must be clearly marked on the front of that sealed envelope or package.** The Offeror shall make no other distribution of the proposal.

4.1.2 Proposal Preparation

4.1.2.1 An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the

Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- 4.1.2.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 4.1.2.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the project and which respond to the Scope of Services described.
- 4.1.2.4 Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
- 4.1.2.5 Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided with this RFP with their proposal response. The Owner reserves the right to ask for additional clarification prior to establishing protection.

4.2 Specific Proposal Requirements

- 4.2.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, and forms included in the original RFP, signed and filled out as required.
- 4.2.2 Location of the Offeror's headquarters; nearest offices, applicable phone, facsimile numbers and e-mail address; name of individual(s) that will be assigned to this contract if awarded, and any other pertinent information relative to the size and organizational structure of the company.
- 4.2.3 References: the Offeror shall provide at least three (3) references for services of similar size and scope, including company name, address, phone, fax, e-mail if available, and contact person. Offeror shall include information describing services/contracts for similar work with the experience in connection with supplying the services or items requested in this RFP, especially from other local government and school operations similar to those being requested in this RFP by the Owner.
- 4.3.4 Offeror's expertise and experience relative to the Statement of Needs contained in this RFP and to the proposal submitted. Include Offeror's specialized experience within this section of the proposal

response. Provide a brief history of the Offeror and its experience in providing Custodial Supplies and Related Products and Services similar to those described in this RFP.

- 4.3.5 Offeror Staff: Provide information on those individuals assigned to work with the Owner including a description of their experience in providing similar Custodial Supplies and Related Products and Services. Specifically identify the name and contact information for the individual assigned to act as the coordinator for both the Offeror's proposal and any subsequent responses required of the Offeror as a part of the RFP process.
- 4.3.6 Specific plans and method for providing the proposed services including:
- ❖ Description of how the Offeror plans to provide Custodial Supplies and Related Products and Services to the Owner.
 - ❖ Ability to complete the specified services within the time frame specified in the Statement of Needs.
 - ❖ Provide a plan of operation to achieve the objectives set forth in the Statement of Needs, specifically responding to each paragraph and subparagraph in the order addressed.
 - ❖ Describe how the Offeror plans to provide Custodial Supplies and Related Products and Services to loading dock destinations (loading docks are not located at all locations). Include a description on how the Offeror will work with the Owner departments/schools to provide the Goods and Services. Also, describe types and size of trucks for delivery.
 - ❖ Describe the Contractor's e-commerce capabilities, including:
 - ❖ Ability to provide Punch-out catalog;
 - ❖ Ability to upload a quotation to the Punch-out catalog that can be converted electronically into a requisition;
 - ❖ Electronic invoicing;
 - ❖ Credits; and
 - ❖ Describe the features of punch-out catalog such as a quote feature, viewable list price and discount price, recycled goods, price and item comparison capabilities, and compatible products.
 - ❖ Describe the Offeror's plan for customer service to include:
 - ❖ Training;
 - ❖ Delivery Method (Specifically, does the Offeror ship products/inventory with an internal shipping provider, or through a third party);
 - ❖ Inventory Levels; and
 - ❖ Self-audits.
 - ❖ Describe how the Offeror proposes generic, substitute, or private label products within its catalog and how categories are identified for price comparison auditing purposes.
 - ❖ State the Offeror's agreement to receive payments electronically via Purchasing Card (PCard) with Bank of America's ("BoA").
- 4.3.7 Price Proposals: Prospective Offerors must submit the price such Offeror(s) proposes to charge the Owner for providing the required services and/or items, including all fees and costs and how they are calculated, **together with all benefits and/or discounts they propose to afford to the Owner if appropriate on the Price Proposal Form on pages 19-50**. Contractor shall provide pricing and discount for all items listed on the Price Proposal Form. Does the Offeror participate in manufacturer rebate and incentive programs? If so, please name, provide a list of products including item manufacturer number and describe available incentives.
- 4.3.8 Exceptions: Offerors shall provide, if applicable, a detailed explanation for any "exceptions" taken to the Statement of Needs, General Conditions or any other facet of the RFP, on the form provided in the RFP, providing alternate language for consideration if applicable.

5.0 EVALUATION AND AWARD CRITERIA

- 5.1 Evaluation Criteria. Proposals shall be evaluated by Procurement staff and representatives of the Owner departments that will use these products and services, using the following criteria:

	Criteria	Points
6.1.1	Experience and qualifications of Offeror including all listed personnel and outsourced subcontractors, in providing similar services, including the level of experience in working with local government and/or schools and the quality of services performed, or items supplied. Samples will be reviewed within this portion of the evaluation criteria.	30
6.1.2	The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required herein relative to their service and ability to meet deadlines. Whether the Offeror(s) can provide the services and/or deliver the items in a prompt and timely manner. The Offeror's responsiveness and compliance with the RFP requirements and conditions.	30
6.1.3	Reasonableness/competitiveness of proposed fee and/or benefits to the Owner including, but not limited to, discounts, service charges and other charges, although the Owner is not bound to select the Offeror(s) who proposes the lowest fees or most benefits for services. The Owner reserves the right to negotiate fees and/or benefits to the Owner with the selected Offeror(s). Price proposal and the impact of any exceptions taken to the RFP.	40

- 5.2 Award of Contract: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered after the initial evaluation and ranking, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Owner shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Owner may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359, Code of Virginia). Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Owner reserves the right to request interviews with top-ranked Offerors as part of the evaluation process and to conduct any investigations necessary to make their final decision. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

6.0 **ADDITIONAL INFORMATION**

- 6.1 Ownership of Documents: Any reports, studies, photographs, negatives, or other documents prepared by the Offeror in the performance of its obligations under this contract shall be the exclusive property of the Owner, and all such materials shall be remitted to the Owner by Offeror upon completion, termination or cancellation of the contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Offeror's obligations under this contract without the prior written consent of the Owner.
- 6.2 Insurance Requirements: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The Contractor shall furnish the certificate of insurance for the coverage required with Auto and General Liability Policies endorsed to name Fauquier County and the Fauquier County School Board as additional insured, within five business days of the request, and shall continue to provide compliant insurance certificates throughout the term of the contract.

- 6.3 Method of Ordering and Payment: The Contractor shall accept Owner purchase orders as the approved method of ordering. Each Owner purchase order will cite a specific period of time and will indicate an authorized representative allowed to make releases against the purchase order and/or to be contacted with any correspondence or questions relative to the purchase order. The Contractor shall submit invoices, listing the services performed and completed. Invoice must show: Purchase order number, contract number, quantity of goods and/or services received and total amount due. Invoices must be submitted to the address/persons shown on the Purchase Order. Owner will make payment within forty five (45) days of receipt of accurate and complete invoice.
- 6.4 Contract Administration: The successful administration of this contract will require close coordination with the Contract Administrators. The Procurement Division has designated Building and Grounds Manager for the County and Facilities Director for the Schools, or their designee as the Contract Administrators. These individuals are the interpreter of the conditions of the contract and the judge of its performance. These individuals will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made must be authorized by the Procurement Manager and issued as a written amendment to the contract.
- 6.5 Contract Period: The initial term of this contract shall be **One year from Date of Award**. The Owner reserves the right to renew the contract for four (4) additional one (1) year periods under the terms and conditions of the original contract. Adjustments to contract prices may be negotiated only during the ninety (90) day period prior to renewal. The County shall give the Contractor written notice of renewal prior to the expiration date of this agreement.
- 6.5.1 If the Owner elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increase/decreased by more than the percentage increase/decrease of the "Other Services" Commodities category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 6.5.2 If during any subsequent renewal periods, the Owner elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Other Services" Commodities category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 6.6 Proof of Authority/SCC Form: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that all proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements noted here and in the General Conditions and Instructions to Bidders/Offerors. Use the form provided to indicate the Offeror's State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with the proposal submission may result in rejection of the proposal.

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.
 - a. The official time used in the receipt of bids/proposals is that time on the automatic time stamp machine in the Procurement Division.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather 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:
 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.
No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for 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:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the 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.
 - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information 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.
 - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation 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.
- a. 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.
 - b. 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.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. 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.
 - e. 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:
- a. 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

b. 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 sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the 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.
34. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
35. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/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:

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

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
RFP 38-23RC,
PRICE PROPOSAL RESPONSE FORM**

OFFEROR'S FULL LEGAL COMPANY NAME

Each Offeror shall list the percent of discount such Offeror will give the Owner for the items set out below. All costs, including the discount percentage, shall include delivery, shipping costs, credit card fees, and also other costs associated with normal delivery. All deliveries shall be FOB inside delivery to the location requested by the Owner. **Note:** For items **Not** specifically requested on the Price Proposal Form above.

Custodial Supplies and Related Products and Services	
Group Description	Discount Percentage
Bags	
Brooms, Brushes & Dust pans	
Chemicals	
Dust mops, Dusters, & Cleaning pads	
Equipment	
Extension tools	
Filters	
Floor care supplies	
Floor pads	
Floor sweeper/vacuum cleaners	
Furniture Care	
Gloves, nitrile, latex, rubber, or other glove types	
Custodial carts & Supply holders	
Liquid soaps	
Odor control & disinfectants	
Paper products & dispensers	
PVC gloves, nitrile, latex, rubber, or other glove types	
Rags & wipes	
Receptacles & containers	
Replacement Parts	
Restroom Equipment	
Soap dispensers	
Wet mops, Squeegees & buckets	
Trash bags & Liners	
Trigger Sprayers	
Additional Items offered but not listed above, list below:	

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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</u> <u>(figures denotes minimum)</u>
<u>X</u>	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
<u>X</u>	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
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. Other Insurance: Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. 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)	
<u>X</u>	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.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. 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.

FIRM

SIGNATURE

Revised 4/8/2021, Proc/HR

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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 _____.

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.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

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PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) Partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).

- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b) (4); 12 C. F. R 309.5(c) (4).

RETURN THIS PAGE ONLY IF APPLICABLE



Fauquier County Public Schools
And
Fauquier County



**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 have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

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.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

Company Name

Solicitation # and Title

Company Address

Company Phone Number

Print Name of Authorized Representative

Authorized Representative Title

Authorized Representative Signature

Date

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