

**FAUQUIER COUNTY PUBLIC SCHOOLS  
PROCUREMENT DIVISION**  
320 Hospital Drive, Suite 23  
Warrenton, Virginia 20186  
Phone: 540-422-8350 Fax: 540-422-8355

**NOTICE OF CONTRACT**

DATE: October 15, 2024

COMMODITY NAME: Milk and Other Dairy Products

CONTRACT NUMBER: 25-005-S

CONTRACT PERIOD: October 15, 2024 through October 14, 2025

RENEWAL OPTIONS: Four (4), one-year renewal options

CONTRACTOR: MDVA Milk Producers Cooperative DBA MarvaMaid  
5200 Chestnut Ave, Newport News, VA 23605

Phone: 800-768-6243

TERMS: Net 45 days

FOB: Destination

FOR FURTHER INFORMATION CONTACT: Jeff Campbell, Procurement Officer III  
Phone: 540-422-8350  
[jeffrey.campbell@fauquiercounty.gov](mailto:jeffrey.campbell@fauquiercounty.gov)

**NOTICE TO ALL FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOL USING DEPARTMENTS:** This contract is the result of a competitive bid program and its use must follow the FCG&PS Procurement Policy/Procedures for the purchase of the commodity listed herein. Please see the reverse side of this notice for further instructions regarding this contract.

## INSTRUCTIONS

1. **Orders:** All FCG&PS Using Departments must order services listed by issuing FCG&PS Purchase Orders per FCG&PS Procurement Procedures Manual. An extra copy of the Procedures Manual can be obtained by calling Procurement at (540) 422-8351 or 8352.
2. The applicable contract number, vendor number, estimated total dollar amount (can be done as a "Not to exceed" estimated figure), contact person with phone number, and billing/delivery address must be shown on each purchase order for Finance & Contractor use.
3. Inspection on delivery and approval of contractor's invoice is the responsibility of the receiving using department.
4. Any complaint as to quality of goods or services, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to FCG&PS Procurement for handling with the Contractor. All complaints must be submitted in writing and can be forwarded to Procurement via email, fax or courier.
5. **Pricing:** See Pricing Schedule on Next Page.

**FAUQUIER COUNTY GOVERNMENT**

**Contract # 25-005-S**

**Milk and Other Dairy Products**

This Agreement is made and entered into this 3rd day of September 2024 by the Fauquier County Public Schools, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and MDVA Milk Producers Cooperative Assoc Inc DBA Marva Maid Dairy having its principal place of business at 5200 Chestnut Ave, Newport News, VA 23605 (hereinafter referred to as "Contractor")

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

**SCOPE OF SERVICES:** The Contractor shall provide dairy products (Milk and Milk Products).

**COMPENSATION:** The Owner will pay and the Contractor will accept in full consideration for the milk products during the contract term and the fees set forth within the referenced IFB Submission.

**CONTRACT PERIOD:** Date of award through September 3, 2025. This contract may be extended up to four (4) times, for one (1) additional year per extension, upon the request of Fauquier County Public Schools and written agreement by the Contractor.

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

- (1) This signed form inclusive of insurance checklist.
- (2) IFB 150-24jc dated July 24<sup>th</sup>, 2024; inclusive of all addenda.
- (3) The Contractor's proposal dated August 7<sup>th</sup>, 2024

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

**MDVA Milk Producers Cooperative  
Assoc Inc DBA Marva Maid Dairy**

**Fauquier County Public Schools**

By: 

By: 

Title: Director of Finance

Title: Procurement Manager

Date: 9/3/24

Date: 10.15.2024



## MAOLA LOCAL DAIRIES

<u>PRICE</u>	<u>ITEM</u>	<u>PRODUCT</u>		<u>EFFECTIVE</u>	<u>CURRENT</u>
<u>SCHD</u>	<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>SIZE</u>	<u>DATE</u>	<u>RATE</u>
29014	97	MAO 1%	GAL	10/1/2024	\$5.583
29014	100	MAO 1% PAP	HP	10/1/2024	\$0.341
29014	106	MAO 2% PAP	HP	10/1/2024	\$0.318
29014	130	MAO SKIM PAP	HP	10/1/2024	\$0.319
29014	2544	ORANGE TANG JUI	4.23 OZ	8/1/2023	\$0.250
29014	2550	APPLE JUICE	4.23 OZ	8/1/2023	\$0.250
29014	2555	FRUIT PUNCH	4.23 OZ	8/1/2023	\$0.250
29014	3138	MM 1% CORR	5 GAL	10/1/2024	\$23.467
29014	4173	MAO FF CHC PAP	HP	10/1/2024	\$0.325
29014	4248	LACTOSE FREE 1%	HP	10/1/2024	\$1.070
29014	4357	MAO FF STW PAP	HP	10/1/2024	\$0.325
29014	4555	SOUR CREAM	5 LB	7/14/2023	\$8.750
29014	6129	MM LF 1% CHOC D	5 GAL	10/1/2024	\$24.971
29014	6133	MM FF CHOC COR	5 GAL	10/1/2024	\$24.878



FAUQUIER COUNTY PUBLIC SCHOOLS INVITATION FOR BID  
IFB 150-24mr, MILK AND OTHER DAIRY PRODUCTS

**FAUQUIER COUNTY PUBLIC SCHOOLS  
INVITATION TO BID (IFB) 150-24jc  
Milk and Dairy Products**

**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 Public Schools 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](mailto:Support@GoBonfire.com).

Submitting proposals/bids via the Bonfire portal is **mandatory**. Fauquier County Public Schools **will not** accept proposals/bids submitted by paper, delivered by courier, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to any solicitations. Reference "Submission of Bids" section in the solicitation for additional detailed information. Fauquier Public Schools strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal/bid 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/ bid documents 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 PUBLIC SCHOOLS INVITATION FOR BID  
IFB 150-24mr, MILK AND OTHER DAIRY PRODUCTS

**IFB COVERSHEET**

**BID REQUEST:** Topic: Milk and Dairy Products Issue Date: July 24, 2024

**To be considered, Respond Electronically by:** Aug 7, 2024, by 4:00PM EDT, via our solicitation portal: <https://fauquiercounty.bonfirehub.com/opportunities/> 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 the link below: <https://www.fauquiercounty.gov/government/departments-h-z/procurement/bids-proposals> (Late responses cannot be accepted.)

**For Any Questions Perspective Offerors May Have, please submit via the Bonfire Portal.** Vendor questions shall be submitted via Bonfire Portal by July 29, 2024 by 4:00PM EDT. All inquiries for additional information and any updates to this solicitation can be found at the referenced link below: <https://fauquiercounty.bonfirehub.com/opportunities/>

Period of Contract: One (1) years from Date of Award, with the option to renew for six (6) additional (1) one- year periods (see section "Contract Period" for additional details).

This solicitation is issued by Fauquier County Public Schools, on behalf of the Fauquier County Board of, a political subdivision of the Commonwealth of Virginia, herein referred to as "Owner" or "County". Vendors responding to the solicitation are referred to as "Offeror" and/or "Bidder" and post-contract award as "Contractor".

**The awarded Contractor shall be expected to sign a contract with the Owner; the contract will incorporate this Invitation for Bid, the awarded offeror(s) response, and any other pertinent information by reference. The contract will be prepared, released, and executed by the County Procurement Division on behalf of Fauquier County Public Schools.**

Embedded are the General Terms and Conditions, which shall be a part of every bid submitted in response thereto and incorporated by a reference into the resulting contract. In accordance with this electronic bid request and subject to all conditions and attachments, the undersigned offers and agrees to furnish the services in accordance with the submitted signed bid or as mutually agreed upon by subsequent negotiations.

Bidder can meet all requirements, including delivery to all schools, as specified herein \_\_\_\_Yes\_\_\_\_No

**Receipt of the following Addenda are acknowledged:**

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;

<b>OFFEROR'S FULL, LEGAL NAME (PRINT)</b>	<b>F.E.I.N OR S.S. NUMBER</b>
<b>Street Address</b>	<b>City, State, Zip Code</b>
<b>Print Name / Title</b>	<b>Telephone No.</b>
<b>E-mail Address</b>	<b>Fax No.</b>

\_\_\_\_\_  
**Signature**

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

**RETURN THIS PAGE & BID RESPONSE**



FAUQUIER COUNTY PUBLIC SCHOOLS INVITATION FOR BID  
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THE IFB COVER SHEET ALONG WITH STARED (\*) ABOVE MUST BE SUBMITTED ALONG WITH THE OVERALL BID SUBMISSION IN THE BONFIRE PORTAL WHICH CAN BE FOUND AT: <https://fauquiercounty.bonfirehub.com/opportunities>

***\*INDICATES REQUIRED FORMS TO BE SUBMITTED ALONG WITH BID FORM VIA BONFIRE***



FAUQUIER COUNTY PUBLIC SCHOOLS INVITATION FOR BID  
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**1.0 DIVISION PROFILE:**

Fauquier County Public Schools consists of three (3) High Schools, four (4) Middle Schools and eleven (11) Elementary Schools.

**2.0 PURPOSE:**

The purpose and intent of this Invitation for Bid is to establish a term contract with one or more qualified Contractor(s), to provide to provide milk and other dairy products on a “**as required**” basis in accordance with the terms, conditions and specifications contained herein. This solicitation is issued by the Fauquier County Public School’s Procurement Division on behalf of the Fauquier County School Board (Schools), a political subdivision of the Commonwealth of Virginia, herein referred collectively for convenience as “Owner” or “Schools”. Fauquier County Public Schools (FCPS) are soliciting Invitations for Sealed Bids for milk and other dairy products, as well as services associated with the supply and delivery of milk and other dairy products. FCPS are seeking offerors from which to purchase items to be used in the School Nutrition Program. All food must be processed and packaged under the best possible sanitary conditions in accordance with local, State of Virginia, and Federal Pure Food Laws and Health Regulations.

**3.0 SCOPE OF WORK:**

Contractor shall provide all necessary labor, tools, materials, equipment and resources as may be required to furnish and deliver a broad spectrum of available milk and other dairy products in accordance with the specifications stated herein and indicated in Bonfire, in the Bid Form/ Pricing Schedule. The Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents.

The awarded offeror will be required to deliver contracted products to each location with a School Nutrition Program. The successful offeror shall provide regularly scheduled deliveries and respond to requests for additional deliveries in a timely manner. Bids shall be presented in accordance with directions presented in this IFB.

The successful offeror shall take all reasonable precautions for safety and shall provide all reasonable protection to prevent damage, injury or loss to persons and employees of FCPS. The awarded contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations, as they relate to, and are applicable to the performance of the work of this contract.





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#### **4.0 SPECIFICATIONS:**

- 4.1 Plants supplying dairy products must be currently listed in the IMS List, Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers-Domestic, published by the U.S. Department of Health and Human Services, Public Health Service, Food and Drug Administration with a sanitation and enforcement score of 90 or better.
- 4.2 Milk products shall comply with Commonwealth of Virginia “Regulations Governing Grade A Milk” Administrative Code Number 2 VAC 5-490-10 through 140, and the most recent edition or any then current edition of the Grade A Pasteurized Milk Ordinance (PMO) published by the U.S. Department of Health and Human Services, Public Health Service, Food and Drug Administration, Publication No. 229.
- 4.3 Fluid milk and milk products shall comply with the latest edition or any then current edition of the Federal Commercial Item Description (CID) A-A-20338, for Milks, Fluid.  
<https://www.ams.usda.gov/sites/default/files/media/CIDMilkFluid.pdf>
- 4.4 Cottage cheese products shall comply with the most recent edition or any then current edition of the Federal Commercial Item Description (CID) A-A-20154B, for cottage cheese.  
[https://www.ams.usda.gov/sites/default/files/media/AA20154C\\_Cottage\\_Cheese.pdf](https://www.ams.usda.gov/sites/default/files/media/AA20154C_Cottage_Cheese.pdf)
- 4.5 USDA Child Nutrition Program Regulations at 7 CFR 210.21; 215.14a; 220.16, 225.17; 226.22; and 250.4(d) direct HCPS to comply with procurement requirements as outlined in those parts. In addition, all procurements should be undertaken consistent with State and Local requirements.
- 4.6 All offerors are required to keep records for three years after the Fauquier County School Board makes final payment and all pending matters are closed. Offerors must agree that the School Nutrition Department, The State Agency, The United States Department of Agriculture, or Comptroller General may review any books, documents, papers, and records of the offeror which are directly pertinent to all negotiated offers
- 4.7 All milk products and other dairy products must be produced, handled and pasteurized in conformity with the provisions of the Standard Milk Ordinance and Code, to comply with specifications on the bid sheet.



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4.8 All Bidders, Offerors and Contractors shall comply with the *Virginia Public Procurement Act*, (*Code of Virginia* § 2.2-4300, et seq.), and all applicable County policies, regulations and procedures adopted pursuant thereto.

4.9 Standards and specifications apply to all dairy products delivered to all participating locations.

**5.0 DELIVERY AND HOURS OF OPERATION:**

5.1 Delivery of goods or performance of services shall be within the number of calendar days stated on Attachment D “Contractor Data Sheet”, after receipt of order (ARO) by the bidder. The Contractor shall have the responsibility to make all arrangements for delivery, unloading, receiving, and storing products at the destination location.

5.2 Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the County. The goods/services must comply with the specifications and terms and conditions of this solicitation and be of the highest quality. In the event the goods/services supplied to the County are found to be defective or not to conform to specifications, the County reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.

5.2.1 The bidder agrees to be responsible for damage to the milk containers that is a direct result of carelessness of the delivery personnel. The bidder agrees to replace milk that is spoiled or unfit for consumption due to the aging process with credit given for that milk.

5.2.2 Products that do not meet the specifications provided herein and are deemed unsatisfactory by FCPS shall be exchanged in a timely manner. At the request of FCPS, a special delivery may be required to replace or exchange products that do not meet specifications. Credits for products returned or exchanged shall be shown on the delivery ticket.

5.3 The Contractor shall ensure that all products are maintained, stored, and delivered at a minimum of 41° degrees Fahrenheit; but not frozen. All products shall be delivered fresh and new, be free of shipping abuse and container damage, and secured in clean delivery containers or crates. Product acceptance shall be approved and signed by a designated staff member at each location.



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- 5.4 The Awarded vendors shall pick up and provide credit to facilities for all milk overages immediately prior to the closure of school for winter holiday, spring break and summer vacation.
- 5.4.1** It is understood that deliveries terminate during regular school vacation periods, as shown in Attachment H, by the Fauquier County Public Schools annual calendar. **The calendar can be accessed for annual updates at: <https://www.fcps1.org/calendar> .**
- 5.4.1.1 It will be the sole responsibility of the Contractor to acquire an updated calendar annually for scheduling purposes.
- 5.4.2 No milk shall be left in any milk box beyond its shelf-life date. Unused milk is to be collected by the successful bidder **BEFORE ALL VACATION PERIODS**. Credit for such milk will be given and noted on a separate invoice.
- 5.5 Deliveries will not be accepted when schools are dismissed because of weather issues or other emergencies
- 5.6 Contractors and subcontractors must adhere to all security requirements related to any facilities they serve. Various facilities may have different security requirements, and it is the contractor's responsibility to follow all policies of each facility.
- 5.7 A packing list shall accompany each delivery that includes but not limited to: Line item description, Quantity ordered, Quantity included in shipment, Shortages, Purchase order number, Authorized User point-of-contact information.
- 5.8 Schedules for ordering and deliveries are to be arranged with the successful bidder to the satisfaction of each location. Deliveries are at Cafeteria Manager's request, with deliveries at least three times weekly, Monday through Friday. Delivery times will not begin before 6:00 a.m. or after 2:00 p.m.
- 5.9 In an emergency, additional milk/other dairy products are to be supplied within two hours of the telephone call requesting such.
- 5.9 Unless otherwise specified by the FCPS, liquid milk products shall have a shelf life of at least eight (8) days, all other dairy products (sour cream, etc.) shall have a shelf



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life of at least twenty-one (21) days, at the time of delivery. The expiration date shall be legibly printed on each container or carton.

**6.0 METHOD OF ORDERING/INVOICING/PAYMENT:**

6.1 Ordering: 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 be contacted with any and all correspondence or questions regarding that purchase order. The Owner purchase order will also state the invoice-to address and location for services.

6.2 Invoicing: The Contractor shall submit invoices to the “Bill To” address as specified on Owner purchase order. Service tickets at the “Ship To” location will not be considered for payment. The signed delivery tickets provided with each delivery shall be used to verify the invoices. The Contractor shall provide the detailed information on each invoice.

6.3 Payment: Owner will make payment within forty-five (45) days of receipt of accurate and complete invoice(s).

**7.0 CONTRACT ADMINISTRATION:**

The successful administration of this contract will require close coordination with the Contract Administrator. The Procurement Division has designated the School Nutrition Director as the Contract Administrator. This individual is the interpreter of the conditions of the contract and the judge of its performance and 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 and shall decide all other questions deferred to them from the schools in connection with the contract performance. Any modifications made must be authorized by the Procurement Manager and issued as a written modification to the Contract. The Contractor shall work closely with the Contract Administrators during this contract to ensure that services are provided in accordance with the contract.

**8.0 CONTRACT PERIOD:**

The initial period of this contract shall be **one year from date of award**. The Owner shall have the right to renew this agreement for six (6) additional one (1) year terms under the same terms and conditions of the original contract except as stated in 9.1 below.

**9.0 PRICES AND PRICE ADJUSTMENTS:**

9.1 Bid prices should be based on May 2024 1 raw milk prices and are firm, fixed prices for (30) days following the actual bid award. Realizing the fluctuation of the market price, the successful bidder may deem it necessary to make price adjustments. Prices for milk can escalate or de-escalate in accord with changes in Class I raw



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milk prices on monthly Federal Milk Order announcements for the applicable geographic zone. Prices for milk delivered can be escalated or de-escalated at the rate of \$.001 per half-pint for each full \$.15 increase in raw milk per hundredweight. Any changes (up or down) in price must be announced to Fauquier County Public Schools by the 15th of the month preceding the month in which the change will take place. Any changes in prices must be accompanied by a copy of the Federal Milk Order. Suppliers are also requested to submit conversion calculations showing the manner of arriving at the amount of change. Fauquier County Public Schools Procurement Department shall retain the right to reject or accept the adjusted rate. In case of rejection, the school Division may place the milk and dairy products out for re-bid or accept the next lowest bid and retain the right to go to the open market during the re-bidding process. In the event of a decrease in price, the vendor agrees to pass the savings on to FCPS.

9.2 Such requested contract unit price changes shall become effective only upon approval by the Procurement Manager, and only after a modification by written amendment to the original contract is signed by both the Contractor and the Procurement Manager. The Procurement Manager may cancel, without liability to either party, any portion of the contract affected by the requested increase, as well as, any items undelivered at the time of such cancellation.

9.3 All prices shall be F.O.B. Destination Prepaid and shall include ALL charges, such as shipping and handling, that may be incurred in fulfilling the terms and conditions of the resulting contract.

**10.0 ADDITIONAL REQUIREMENTS:**

10.1 Containers shall be specially treated and in reinforced paper, cardboard, and/or plastic.

10.2 All products shall be delivered in clean, sanitized crates with cartons in satisfactory condition.

10.3 All milk shall have a date stamp and production code on the carton

**11.0 SUBMISSION OF BIDS:**

11.1 Bidders are reminded that submissions will only be accepted electronically via Fauquier County's Bonfire Portal at this link: <https://fauquiercounty.bonfirehub.com/portal>

11.2 **TO BE INCLUDED WITH BID:** Product Information: The bidder shall enclose complete and detailed descriptive literature (Labels, nutritional information, and specification sheets, catalogs) with the bid to enable the Owner to determine if the product meets the requirements of this solicitation. Failure to do so may cause the bid to be considered non-responsive.

11.2.1 A list of materials that containers are made from and any recycling data available.



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- 11.3 Bids cannot be submitted after the due date/time as the Bonfire Portal will not allow for late submissions.
- 11.4 All questions pertaining to this solicitation must be submitted via the Bonfire Portal for this specific solicitation in the “Messages” section. It is requested that all questions be submitted prior to July 12, 2024 @ 4:00PM (EDT) so that they may be addressed to allow for ample time to prepare submission responses. Any changes resulting from questions will be issued as a written addendum to the solicitation.

**12.0 EVALUATION AND AWARD:**

The Owner will evaluate and award to the lowest responsive, responsible Bidder(s), based on the total cost of the firm fixed prices for requested Milk and Other Dairy line items, as specified on the *Bid Form Pricing Schedule*. Bidders are reminded that unit prices include FOB Destination, shipping, handling and all charges that may be incurred. **Bidders must bid on all locations listed on Attachment G to be considered for contract.** The Owner also reserves the right to reject any bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its sole, best interest.

- 12.1 AWARD: An award will be made to the lowest responsive and responsible Bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern.
- 12.2 The Owner reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award. The County reserves the right to contract with firms not party to this contract for similar goods/services if it determines this is to be in its best interest.

**13.0 INSURANCE REQUIREMENTS**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the insurance coverage required in the Insurance Checklist at the time of award. The Owner requires the Bidder to furnish a compliant Certificate of Insurance within five business days of request. The Bidder further certifies that the Contractor will maintain the specified coverage during the entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract. The Contractor shall furnish certificates of insurance for the coverage required with **Fauquier County Public School Board endorsed as additional insured.**

**14.0 VIRGINIA STATE CORPORATION COMMISSION**

State Corporation Commission (SCC) registration requirements effective July 1, 2010: All bids shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 45 of the General Conditions and Instructions to Bidders/Offerors. Use the form provided with this solicitation to



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note your 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](http://www.scc.virginia.gov/default.aspx). Failure to include this form with your bid submission may result in rejection of your bid.

**15.0 ADDITIONAL INFORMATION:**

- 15.1 **SAMPLES:** Samples must be provided upon request and must be received within five (5) business days of request unless other arrangements have been approved by the Purchasing Division. The Bidder must provide samples at no cost to the County. Samples not received within that time may cause item(s) to be disqualified. When samples are requested, it is not necessary to provide a complete case of the product. All samples shall be clearly labeled at the time of receipt, including the item description and company name.
- 15.2 **QUANTITIES:** Any quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- 15.3 **SUBSTITUTIONS:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing. The County may require the Contractor to provide a substitute item of equivalent or better quality, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the Contractor.
- 15.4 **PRODUCT CHANGES:** The School Nutrition Director or their designee shall be informed immediately of any changes to size or content of items. A nutritional analysis shall be provided immediately. The School Nutrition Director or their designee will make the determination if the product meets the school nutrition requirements.
- 15.5 **PRODUCT ADDITIONS:** Fauquier County Public Schools recognizes that products and product line additions to the Contractor's standard catalog are likely to occur. FCPS considers these enhancements and additions will be considered as follows:
  - 15.5.1 New products will be categorized with similar products or product lines into existing market categories previously defined and agreed to by the Fauquier County Public Schools with respect to discount structure, net price or grand total of the product. Fauquier County Public Schools shall be notified of new item(s) and / or product line(s). Contract amendment or modification will not be required for addition of new product(s) to the Contractor's offerings that are consistent with pre-established categories and discount structure.
    - 16.4.1 In the event the Contractor adds a new product line which represents product(s) that are consistent with the type and class of products covered under the contract, but differ sufficiently from products or brands represented in the existing product categories, so that a separate pricing structure is appropriate, Fauquier County Public Schools and the Contractor may enter into negotiations to modify the contract to establish a discount structure, net price, or





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grand total for the product(s). Pricing must be competitive in order to add products to this contract. The Contractor must provide appropriate documentation to support its position for separate pricing. Negotiations must be completed prior to order placement. Contract amendment or modification will be required in order to add any negotiated items that are sufficiently different from pre-established categories and discount structure.

- 15.6 **PRODUCT RECALLS:** The Contractor shall have a Standard Operating Procedure (SOP) in place to respond to food recalls. This process shall include immediate notification to the School Nutrition Director or their designee and assurance that recalled products are identified and removed from school sites in the most expedient manner. The School Nutrition Director or their designee must be notified by the successful Bidder within twenty-four (24) hours of a product recall via telephone or email. A written manufacturer's media statement explaining the recall must be provided. The Contractor shall either issue a credit or deliver a comparable substitute at the discretion of the School Nutrition Director or their designee. All costs associated with the product recall, which include, but are not limited to transportation and handling costs, shall be borne by the Contractor and are not the responsibility of the Division.
- 15.7 **PRODUCT SATISFACTION:** The Contractor should act as a customer advocate and coordinator for communication with the manufacturers and is responsible for performance and problem resolution. The Contractor's responsibility for support continues even if the Contractor discontinues selling a manufacturer's product to the extent that resolution is available from the manufacturer. The contractor must take the necessary actions with manufacturers to reduce, minimize and prevent stock-outs of products and to ensure that promised lead times are accurate. Customer satisfaction will be a determining factor in measuring the Contractor's performance. The Contractor will be expected to routinely monitor customer satisfaction and regularly report all feedback in a format acceptable to Fauquier County Public Schools.
- 15.8 **PRODUCT AVAILABILITY:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. FCPS, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.





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ATTACHMENT A

## 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



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- 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:
- Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
  - Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.
  - No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:
- ADDRESSED AS INDICATED ON PAGE 1 IFB/RFP NUMBER  
TITLE  
BID/PROPOSAL DUE DATE AND TIME  
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)
- If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.
9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.



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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



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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 Division or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  - The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.



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- 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.
  - c. 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.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).
- In every contract over \$10,000 the provisions in A and B below apply:
- 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





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Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
36. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- a. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- b. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.
39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOC) 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.



**FAUQUIER COUNTY PUBLIC SCHOOLS INVITATION FOR BID  
IFB 150-24mr, MILK AND OTHER DAIRY PRODUCTS**

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](http://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



**FAUQUIER COUNTY PUBLIC SCHOOLS INVITATION FOR BID  
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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 PUBLIC SCHOOLS INVITATION FOR BID  
IFB 150-24mr, MILK AND OTHER DAIRY PRODUCTS**

**ATTACHMENT B**

**FAUQUIER COUNTY PUBLIC SCHOOLS  
IFB 150-24mr  
Milk and Other Dairy Products  
BID FORM (PRICING SCHEDULE)**

**Please fill out the electronic Bid Pricing Sheet through the Bonfire Portal which can be found at this link:**

<https://fauquiercounty.bonfirehub.com/opportunities/>

**Pricing Sheet** Give Feedback

Collect pricing information from Vendors for the requested line items associated with this project.

BID FORM (Pricing Schedule) Edit

Item Name (Aa)	Estimated SqFt Per Location (Aa)	Type of Service Required: (Aa)	Unit Of Measure (Aa)	Quantity Required (P)	No Bid - N/A for "Not App..." (Aa)	Unit Price (\$)	Total Cost
1. LABOR, Hourly Rate, Reference Sectio...		Integrated Pest Management & Non- Int...	Per Hour	1	Vendor Response	Vendor Response	Unit P... x Quantity Requ...
2. Termite Treatment Rates, Reference Se...		Integrated Pest Management & Non- Int...	Per Linear Foot (Exterior/Interior walls a...	1	Vendor Response	Vendor Response	Unit P... x Quantity Requ...
3. Termite Treatment Rates, Reference Se...		Integrated Pest Management & Non- Int...	Per Square Foot (Floors)	1	Vendor Response	Vendor Response	Unit P... x Quantity Requ...
4. Termite Warranty Period		Integrated Pest Management & Non- Int...	Number of Years	1	Vendor Response	Vendor Response	Unit P... x Quantity Requ...
5. Adult Learning Center 775 Old Watlesco...	4500 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P... x Quantity Requ...
6. Auburn Middle School 7270 Riley Road ...	118443 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P... x Quantity Requ...
7. C. M. Bradley Elementary School 674 H...	63660 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P... x Quantity Requ...
8. Brumfield Elementary 550 Alvington Blv...	73506 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P... x Quantity Requ...
9. Cedar Lee Middle School 11138 Marsh...	139042 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P... x Quantity Requ...
10. Central Building A 30 EAST SHRIPLEY A...	10205 sf	Integrated Pest Management	Per Treatment (monthly)	12	Vendor Response	Vendor Response	Unit P... x Quantity Requ...

*(Example from Bonfire seen above)*

**SUBMIT VIA BONFIRE PORTAL**



FAUQUIER COUNTY PUBLIC SCHOOLS INVITATION FOR BID
IFB 150-24mr, MILK AND OTHER DAIRY PRODUCTS

ATTACHMENT C

DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST

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

Table with 3 columns: Required (checkbox), Coverage Required, and Limits. Rows include Workers' Compensation, Commercial General Liability, Automobile Liability, Prof. Errors and Omissions, Garage Liability, Garage Keeper's Legal Liability, Umbrella Liability, Other Insurance, Auto and General Liability Policies, and Contractor notice requirements.

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

RETURN THIS PAGE



FAUQUIER COUNTY PUBLIC SCHOOLS INVITATION FOR BID  
IFB 150-24mr, MILK AND OTHER DAIRY PRODUCTS

ATTACHMENT D

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS  
PEST CONTROL AND INTEGRATED MANAGEMENT SERVICES**

**CONTRACTOR DATA SHEET**

- 1. QUALIFICATIONS OF BIDDER:** Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.
- 2. YEARS IN BUSINESS:** Indicate the length of time you have been in business providing pest control service: \_\_\_\_\_ Years \_\_\_\_\_ months.
- 3. REFERENCES:** Indicate below a listing of at least three (3) recent or present contracts in which you have provided this type of work of the size and scope specified.

<u>Client Name and Address:</u>	<u>Contact Person Phone Number and Email:</u>	<u>Period of Contract:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- If the bidder does not insert a stated delivery time in the blank below, the bidder will be deemed to offer delivery in accordance with the Agency’s desired delivery time as stated below:  
 Fauquier County Public School’s desired delivery time: **2 calendar days ARO.**
  - BIDDER’S STATED DELIVERY TIME: \_\_\_\_\_ ( CALENDAR DAYS ARO)
  - BIDDER’S STATED ORDER CUTOFF TIME TO MEET REQUESTED DELIVERY DATE: \_\_\_\_\_

Check Applicable Box: Corporation  Partnership  Individual  Joint Venture  Other

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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

**RETURN THIS PAGE**



## Fauquier County Public Schools



### 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	_____ Contract # and Title
_____ Company Address	_____ Company Phone Number
_____ Print Name of Authorized Representative	_____ Authorized Representative Title
_____ Authorized Representative Signature	_____ Date

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FAUQUIER COUNTY PUBLIC SCHOOLS INVITATION FOR BID  
IFB 150-24mr, MILK AND OTHER DAIRY PRODUCTS

ATTACHMENT G (FED TERMS)

**COMPLIANCE WITH FEDERAL GRANT TERMS:  
LAW, REGULATIONS, AND EXECUTIVE ORDERS**

The undersigned contractor acknowledges that federal financial assistance may be used to fund the contract. The contractor shall comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives, including, without limitation, the following:

**NO OBLIGATION BY FEDERAL GOVERNMENT** - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS** - The undersigned contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions in performing a federally-funded contract.

**BUY AMERICAN PROVISIONS COMPLIANCE** - Contractor certifies that it complies with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

**SOURCING RESTRICTIONS** - Contractor certifies that it will not use or satisfy any PWCS contract requirement(s) with any telecommunications or video surveillance services or equipment produced by any entity referenced in 2 C.F.R. §200.216.

**PRICING** - 2 C.F.R. §200.324 Contractor may not bill PWCS for goods or services using "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" contract pricing arrangements.

**RETENTION REQUIREMENTS FOR RECORDS** - 2 C.F.R. § 200.334. Retention requirements for records. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the contract must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal funding that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency by Owner or a pass-through entity in the case of a subrecipient. (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant Owner for audit, oversight Owner for audit, cognizant Owner for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding Owner or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

**ACCESS TO RECORDS** - 2 C.F.R. § 200.336 Access to records. (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-



**FAUQUIER COUNTY PUBLIC SCHOOLS INVITATION FOR BID  
IFB 150-24mr, MILK AND OTHER DAIRY PRODUCTS**

Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to thenon-Federal entity's personnel for the purpose of interview and discussion related to such documents. (b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding Owner or delegate. (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to Federal Rule (Q) above, when federal funds are expended by PWCS, the Contractor certifies that during the term and after the awarded term of an award for all contracts by PWCS resulting from this procurement process, the Contractor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

**Does Contractor agree? Yes \_\_\_\_\_ Initials of Authorized Representative of Contractor)**

Company:	Authorized Signature:
Name:	Telephone:
Title:	E-Mail:

**RETURN THIS PAGE**

**Fauquier County School Nutrition  
 2023-2024**

SCHOOL NAME	MANAGER
Bradley Elementary 674 Hastings Lane Warrenton, VA 20186	Dawn Abel Dawn.Abel@fcps1.org 540-422- <b>7516</b>
Brumfield Elementary 550 Alwington Blvd Warrenton, VA 20186	Jennifer Lara Jennifer.Lara@fcps1.org 540-422- <b>7536</b>
Coleman Elementary 4096 Zulla Rd The Plains, VA 20196	Lori Smoot Lori.Smoot@fcps1.org 540-422- <b>7556</b>
Grace Miller Elementary 6248 Catlett Rd Bealeton, VA 22712	Shannon Smith Shannon.Smith@fcps1.org 540-422- <b>7596</b>
Greenville Elementary 7389 Academic Avenue Nokesville, VA 20181	Karen Bruch Karen.Bruch@fcps1.org 540-422- <b>7575</b>
Pearson Elementary/SAS 9347 Bastable Mill Rd Catlett, VA 20119	Tami Lowe Tami.Lowe@fcps1.org 540-422- <b>7616</b>
Pierce Elementary 12074 James Madison St Remington, VA 22734	Elaine Vasbinder-Lee Elaine.Vasbinder-Lee@fcps1.org 540-422- <b>7637</b>
Ritchie Elementary 4416 Broad Run Church Rd Warrenton, VA 20187	Mary Burns Mary.Burns@fcps1.org 540-422- <b>7656</b>
Smith Elementary 6176 Dumfries Rd Warrenton, VA 20187	Angie Leone Angela.Leone@fcps1.org 540-422- <b>7677</b>
Thompson Elementary 3284 Rectortown Rd Marshall, VA 20115	Ann Gray agray@fcps1.org 540-422- <b>7693</b>
Walter Elementary 4529 Morrisville Rd Bealeton, VA 22712	Torii Kerns tkerns@fcps1.org 540-422- <b>7718</b>
Auburn Middle School 7270 Riley Road Warrenton, VA 20187	Michele James mjames@fcps1.org 540-422- <b>7417</b>
Cedar Lee Middle School 11138 Marsh Rd Bealeton, VA 22712	Lisa Brown lbrown@fcps1.org 540-422- <b>7436</b>
Marshall Middle School 4048 Zulla Rd The Plains, VA 20198	Laurel Gaskins Lauri.Gaskins@fcps1.org 540-422- <b>7457</b>
Taylor Middle School 350 E. Shirley Avenue Warrenton, VA 20186	Cathy White Catherine.White@fcps1.org 540-422- <b>7479</b>
Fauquier High School 705 Waterloo Road Warrenton, VA 20186	Stacey Fox Stacey.Fox@fcps1.org 540-422- <b>7313</b>
Kettle Run High School 7403 Academic Avenue Nokesville, VA 20181	Debbie Derenzis Debra.DeRenzis@fcps1.org 540-422- <b>7342</b>
Liberty High School 6300 Independence Ave Bealeton, VA 22712	April Hines April.Hines@fcps1.org 540-422- <b>7370</b>
Southeastern Altern. School 4484 Catlett Road Midland, VA 22728	Jody Jenkins Jody.Jenkins@fcps1.org 540-422- <b>7394</b>





# Fauquier County Public Schools

Revised March 11, 2024  
**2024-2025 SCHOOL CALENDAR**  
The Superintendent has the discretion to alter this calendar.

## AUGUST 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

5-6 New Teacher Induction Days  
7-13 Teacher Workdays/ Professional Learning  
14 First Day of School  
30 Labor Day - No School

## SEPTEMBER 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 Labor Day - No School  
23 Half Day for Students/ (High School Parent/Teacher Conferences, 1-6 p.m.)

## OCTOBER 2024

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

14 Professional Learning Day - No School for Students  
28 Half Day for Students (Elementary & Middle Parent/Teacher Conferences, 2-7 p.m.)

## NOVEMBER 2024

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4 Teacher Workday - No School for Students  
5 Election Day Holiday - No School  
27-29 Thanksgiving Holiday - No School

## DECEMBER 2024

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20 Half Day for Students Last Day of First Semester/Term  
23-31 Winter Break - No School

## JANUARY 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1 New Year's Holiday - No School  
2-3 Teacher Workdays - No School for Students  
6 First Day of Second Semester/Term  
20 MLK Holiday - No School

## FEBRUARY 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

7 Teacher Workday - No School for Students  
17 Presidents' Day - No School  
24 Half Day for Students (High School Parent/Teacher Conferences, 1-6 p.m.)

## MARCH 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

14 Teacher Workday - No School for Students

## APRIL 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

14-21 Spring Break - No School

## MAY/JUNE 2025

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

May 26 Memorial Day Holiday  
June 4 Half Day for Students/ Last Day of School  
June 5 Teacher Workday  
\*\*June 3-4 are built-in makeup days

\*\*Makeup Days: Days 1 – 8 Use banked hours, Day 9 – 10 Use built-in days - June 3, June 4

**FAUQUIER COUNTY PUBLIC SCHOOLS  
INVITATION TO BID (IFB) 150-24jc  
Milk and Dairy Products**

Dated: August 6<sup>th</sup>, 2024

**ADDENDUM NO. 1 TO ALL BIDDERS:**

Reference – Invitation for Bids: IFB # 150-24jc

Title: Milk and Dairy Products

Addendum #1 is a total of six (6) pages.

The following changes, revisions, and additions have been made in reference to the original Invitation for Bid referenced above.

Changes:

1. Bid Due Date Extended: Friday, August 9, 2024 @ 4:00 p. m.

Revisions:

2. Reference page 23, Contractor Data Sheet: Updated Attachment D Contractor Data Sheet. Replace with form attached below.

Additions/Clarifications:

3. Attachment J – Public Question & Answers
4. Attachment K – Product Description & Quantities

All other specifications, terms and conditions remain unchanged.

Note: Acknowledgement of this Addendum shall be noted on the Bid Form where indicated.

OR

To acknowledge this Addendum #1, sign, and date below and return with your bid.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature/Title/ Date

**FAUQUIER COUNTY PUBLIC SCHOOLS  
INVITATION TO BID (IFB) 150-24jc  
Milk and Dairy Products**

ATTACHMENT D

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS  
CONTRACTOR DATA SHEET**

1. **QUALIFICATIONS OF BIDDER:** Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing pest control service: \_\_\_\_\_ Years \_\_\_\_\_ months.
3. **REFERENCES:** Indicate below a listing of at least three (3) recent or present contracts in which you have provided this type of work of the size and scope specified.

<u>Client Name and Address:</u>	<u>Contact Person Phone Number and Email:</u>	<u>Period of Contract:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. If the bidder does not insert a stated delivery time in the blank below, the bidder will be deemed to offer delivery in accordance with the Agency’s desired delivery time as stated below:  
 Fauquier County Public School’s desired delivery time: **2 calendar days ARO.**
  - 1) BIDDER’S STATED DELIVERY TIME: \_\_\_\_\_ ( CALENDAR DAYS ARO)
  - 2) BIDDER’S STATED ORDER CUTOFF TIME TO MEET REQUESTED DELIVERY DATE: \_\_\_\_\_

Check Applicable Box: Corporation  Partnership  Individual  Joint Venture  Other

**RETURN THIS PAGE**

**FAUQUIER COUNTY PUBLIC SCHOOLS  
INVITATION TO BID (IFB) 150-24jc  
Milk and Dairy Products**

## Public Q&A

ATTACHMENT J

### #5 - Where are the items for bid?

*Vendor, Jul 24, 2024 11:41 AM EDT, Not Public - Pending*

I followed the link in the bid packet and it redirected me to the portal. I can not seem to locate the bid item specifications and quantities. Please advise, thank you!

*Rachel Cuervo, Aug 06, 2024 3:10 PM EDT, Public - In Review*

*Rachel Cuervo, Aug 06, 2024 3:12 PM EDT, Public - Answered*

Hello,  
Please see items and quantities in the latest addendum.

### #6 - Pest Control Forms?

*Vendor, Jul 24, 2024 11:52 AM EDT, Not Public - Pending*

There seems to be at least one document (attachment D) with incorrect headers, are you able to provide updated forms?

*Rachel Cuervo, Aug 06, 2024 3:12 PM EDT, Public - In Review*

*Rachel Cuervo, Aug 06, 2024 3:12 PM EDT, Public - Answered*

Hello,  
Please see updated form in the latest addendum.

### #3 - Bid skus & usage estimates

*Vendor, Jul 24, 2024 12:39 PM EDT, Not Public - Pending*

We are not seeing the skus & usage estimates for this bid. Will you be including them as an attachment to the bid?

**FAUQUIER COUNTY PUBLIC SCHOOLS  
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Milk and Dairy Products**

Thank you.

*Rachel Cuervo, Aug 06, 2024 3:07 PM EDT, Public - In Review*

*Rachel Cuervo, Aug 06, 2024 3:11 PM EDT, Public - Answered*

Hello,

Please see items and quantities in the latest addendum.

**#4 - Product specifics & Totals?**

*Vendor, Jul 25, 2024 9:40 AM EDT, Not Public - Pending*

Hello! Just reaching out as I did not see which items and quantities of items you were looking for listed in the bid! Curious if you are looking for just the half pint size milks or any bagged milk options and which flavors/quantities of all of the above. Thank you so much, I look forward to hearing from you!

*Rachel Cuervo, Aug 06, 2024 3:07 PM EDT, Public - In Review*

*Rachel Cuervo, Aug 06, 2024 3:11 PM EDT, Public - Answered*

Hello,

Please see items and quantities in the latest addendum.

**#2 - Out of State Contrators**

*Vendor, Jul 28, 2024 9:45 PM EDT, Not Public - Pending*

Hi, is FCPS accepting bids from out-of-state contractors?

*Rachel Cuervo, Aug 06, 2024 3:05 PM EDT, Public - In Review*

*Rachel Cuervo, Aug 06, 2024 3:06 PM EDT, Public - Answered*

Hello,

We are accepting offers from any distributor as they can meet the specified requirements and have

**FAUQUIER COUNTY PUBLIC SCHOOLS  
INVITATION TO BID (IFB) 150-24jc  
Milk and Dairy Products**

a local distribution center.

**#1 - Supplier and/or Distributor**

*Vendor, Jul 28, 2024 9:48 PM EDT, Not Public - Pending*

Hi, is FCPS willing to accept bids from suppliers or just from distribution companies?

*Rachel Cuervo, Aug 06, 2024 3:04 PM EDT, Public - In Review*

*Rachel Cuervo, Aug 06, 2024 3:04 PM EDT, Public - Answered*

Hello,

We are accepting offers from both as long as they can meet the specified requirements.

**FAUQUIER COUNTY PUBLIC SCHOOLS  
INVITATION TO BID (IFB) 150-24jc  
Milk and Dairy Products**

ATTACHMENT K
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**Product Description & Quantities**

PRODUCT NUMBER	DESCR I PTI ON		DEBI T UNI TS	CREDI T UNI TS	NET UNI TS
<b>PRODUCT RECAP</b>					
100	MAO 1% PAP	HP	237550	- 500	237050
130	MAO SKI M PAP	HP	100		100
3138	MM 1% CORR	5 GAL	32		32
4173	MAO FF CHC PAP	HP	587339		587339
4357	MAO FF STW PAP	HP	33550		33550
6133	MM FF CHOC COR	5 GAL	116		116
999001	CASES DELI VERED		13441		13441
999002	CASES RETURNED		13443		13443
	<b>TOTALS</b>		<b>885571</b>	<b>- 500</b>	<b>885071</b>