

Frederick County Public Schools, 1415 Amherst Street,
P.O. Box 3508, Winchester, VA 22604
Telephone: (540) 662-3888 - FAX (540) 665-0537

REQUEST FOR PROPOSAL

RFP 17004

Issue Date: April 19, 2017

Issue Title: Vending Machine Services

Period of Contract: FROM: Date of Award THROUGH: June 30, 2019 with the option to renew for three (3) additional one year periods (See Section 3 herein).

Per Paragraph 14, sealed proposals consisting of One (1) original (duly marked) of the Technical proposal, one (1) original (duly marked) of the Cost proposal (Appendix B) and one (1) electronic copy in the form of a thumb drive will be received until **May 19, 2017 @ 2:00 p.m.** for furnishing the services described herein. Facsimile and electronic submission proposals will not be accepted. Proposals received after this time will not be accepted.

SEND TO: Kristy D. Varda, Purchasing Supervisor
Frederick County Public Schools
1415 Amherst Street, Room 3
Winchester, VA 22601

Frederick County Public Schools reserves the right to reject any and all proposals in whole or in part and to waive any informality in the request for proposal. No late proposals will be accepted. It is the sole responsibility of the offerors to ensure that proposals are delivered to the Purchasing Supervisor by the designated date and hour. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition.

All inquiries for information regarding procurement procedures, selection criteria, request for proposal submission requirements, or other fiscal/administrative concerns shall be directed to:

Kristy D. Varda, Purchasing Supervisor
Email: vardak@fcpsk12.net
Phone: (540) 662-3889, ext. 88237 Fax: (540) 662-3890

FCPS does not discriminate against faith-based organizations in accordance with the Code of Virginia, section 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Certification of Request for Proposal

In Compliance With This Request For Proposals and To All The Conditions Imposed Herein, The Undersigned Offers and Agrees To Furnish The Services In Accordance With The Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Telephone No.: () _____
Date: _____
By: _____
Signature in Ink
FIN/SSN: _____

SPECIAL TERMS

1. **SCOPE OF SERVICES:**The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for vending machine services for all current and future facility and school locations for Frederick County Public Schools (FCPS).**PRE-PROPOSAL CONFERENCE:**In lieu of the pre-proposal conference offerors may submit any questions pertaining to the RFP, in writing, no less than 5 days prior to the RFP due date to vardak@fcpsk12.net.
 - 2.2. Questions received after 5 days prior to the RFP due date may not be answered prior to the RFP closing.

3. **CONTRACT PERIOD AND RENEWAL:**
 - 3.1. This contract will begin on the date of award through June 30, 2019, with the option to renew annually thereafter for three (3) additional one-year periods, upon mutual agreement of both parties.

 - 3.2. The obligation of FCPS to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Frederick County School Board to satisfy payment of such obligations. FCPS's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and FCPS will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. FCPS will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the School Board. However, FCPS's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

4. **BACKGROUND:**
 - 4.1. Frederick County Public School division is located approximately 70 miles west of Washington, DC, and has a total student enrollment of approximately 13,000 students in grades K-12. This awarded contract(s) will be for all FCPS sites should the sites elect to have vending services in their building. The site addresses to be serviced are listed in Appendix B along with their hours of operation for restocking/servicing the machines. Depending on the site, the level of required services could encompass any of the following or combination thereof:
 - a. Beverage vending machines available to staff only
 - b. Combination beverage and snack machines available to staff only
 - c. Snack vending machines available to staff only
 - d. Beverage vending machines available to staff and students
 - e. Snack vending machines available to staff and students
 - f. Combination beverage and snack machines available to staff and students

 - 4.2. Machines made available to students will have additional requirements due to applicable USDA guidelines.

 - 4.3. A listing of the number of current machines, type of machine and location will be listed in Appendix B.

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5. **TASKS TO BE PERFORMED:** Offerors are encouraged to submit a proposal detailing how they will address and meet the following tasks to be performed.
- 5.1. Offeror shall describe how they will provide, install and replace vending machines and types of machines available to each of the sites. (Upgrade and/or replacement of machines may be required during the term of the contract.) Describe how all installation will be compliant with Fire Marshall and safety regulations.
 - 5.2. Offeror shall describe how they will maintain the working order of the installed machines, and provide a contact number for when the machines are not operating appropriately.
 - 5.3. Offeror shall provide a schedule and options for maintaining product stock in the machines by location for the School District based on location sites.
 - 5.4. Offeror shall describe how they will manage repayment of monies lost due to malfunction etcetera of the machines.
 - 5.5. Offeror shall describe how the machines will take multiple forms of currency. (i.e. coins (to include newly issued coins), bills, other forms of payment)
 - 5.6. Offeror shall describe how machines located where students have access will meet the requirement to be on timers to not conflict with cafeteria sales.
 - 5.7. Offeror shall describe how machines located where students have access will meet the USDA's "All Foods Sold in Schools" Standards (a copy of this is listed in Appendix B). Include in your response how you will adjust your offerings to stay in compliance with any changes to this standard.
 - 5.8. Offeror shall describe the list of product offerings that will be available in each type of machine offered to include but not limited to:
 - g. A complete list of proposed products to be vended. This list shall include brand name, portion size, and nutritional information.
 - h. Maintenance of the freshness of the products offered. i.e. how often stock is rotated to ensure no items offered have exceeded their expiration date.
 - i. How new products will be offered to the locations in compliance with the terms of this contract through the term of this contract.
 - 5.9. Describe how any personnel assigned to this contract will be properly badged, provide identification upon request and are certified that they meet the requirement of the criminal background check per the Certification of Contractor form in Appendix B.
6. **Offeror Requirements:** Offerors shall meet the following requirements regardless of the type of vending services provided to FCPS.
- 6.1. Machines shall be modern, of the latest mechanical/electronic technology and in new or near new condition.
 - 6.2. Machines shall be quiet and non-disruptive to activities occurring in FCPS facilities and activities occurring in FCPS facilities. FCPS retains the right to refuse any machines that are not quiet or aesthetically acceptable to the facility where installed.
 - 6.3. Machines shall be equipped with non-resettable counters which indicate unit sales.

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- 6.4. Machines shall operate on AC-110 volts with a three-wire, three prong ground type plug, and shall be UL listed, designed, constructed, installed and operated in accordance with Local, State and Federal codes and regulations for this type of equipment. Energy efficient machines would be preferable.
- 6.5. Machines shall show the awarded vendor's name, service number for reporting malfunctions, and whom to contact for refunds. For identification purposes each machine shall have serial or ID numbers posted where easily visible by users of the machine.
- 6.6. Machines shall fully comply with all federal, state and local laws.
- 6.7. Machines shall be kept clean and sanitary on all surfaces both internal and external.
- 6.8. Offerors shall be responsible for the installation and removal of all machines.
- 6.9. Offeror shall assume all risk and responsibility for any loss, destruction, or damage to the machines. All loss related to theft, fire, accident, vandalism, spoilage or similar cases shall be borne by the Offeror.

7. TECHNICAL PROPOSAL INSTRUCTIONS:

- 7.1. The offeror must submit the Technical Proposal in a separate document containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

- a. A written narrative statement to include:

- 1. Offeror's response to the specifications contained in the RFP with an explanation of technical approaches and a detailed outline of the proposed service for satisfying these requirements as identified in paragraph 5 and in accordance with the requirements listed in paragraph 6. This shall include but may not be limited to proposed methodology to satisfy all general requirements, and additional specifications and requirements for each vending type offered.
- 2. The Offeror must provide a statement of qualifications to include a description of organizational and staff experience. Full-time and part-time staff and proposed subcontractors who will be assigned direct work in this contract must be identified. At a minimum the Offeror must provide the following:
 - a. Number of years in business
 - b. References from like jurisdictions for similar contracts (See form in Appendix B).
- 3. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project and ensuring flexibility with FCPS school calendar and to unforeseen events.

- 7.2. Treatment of the Issues:

In this section, the offeror may also comment, if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Tasks to be Performed" section, and may propose alternative approaches.

SPECIAL TERMS**8. COST PROPOSAL INSTRUCTIONS:**

- 8.1. The offeror must submit a cost proposal in a separate document fully supported by cost and pricing data adequate to establish the reasonableness of the proposed. At a minimum, offerors must provide the following:
- a. Unit Prices to be vended,
 - b. Commission offered to the School District based on the sales from the machines, and
 - c. Schedule for payment of commissions.
- 8.2. Reporting: Offerors must indicate in their cost proposal how they will provide the following reports on a no less than quarterly basis:
- a. For each location: Gross dollar sales and commissions including separate lines for each commission type.
 - b. Counter readings for each machine with explanations of any counter discrepancies resulting from malfunctions, repairs, or refunds and the unit sales for each type of product sold in each machine.
 - c. Projected annual volume/sales for the upcoming year by no later than June 30 of each year.

9. PRICING:

- 9.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
- 9.2. Prices may not be increased in any one-year by more than three percent (3%).
- 9.3. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 9.4. Price decreases shall be made in accordance with paragraph 27 of the General Terms and Conditions. (Appendix A)

10. TRADE SECRETS/PROPRIETARY INFORMATION:

- 10.1. Ownership of all data, materials and documentation originated and prepared for FCPS pursuant to the RFP shall belong exclusively to FCPS and be subject to inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 2.2-4342 of the Virginia Public Procurement Act prior to or upon submission of the data or other materials to be protected and state the reasons why protection is necessary.
- 10.2. Disposition of material after award(s) should be stated by the offeror.

- 11. CONTRACT ADMINISTRATOR/TECHNICAL POINT OF CONTRACT:** The following employees of FCPS are identified to use all powers under the contract to enforce its faithful performance:

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- 11.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Kristy Varda, CPPB, Purchasing Supervisor – vardak@fcpsk12.net

- 11.2. TECHNICAL POINT OF CONTACT: The front office staff at each location shall work directly with the contracted vendor at their specific location in regards to scheduling and coordinating work, requesting refunds, requesting restocking and any other site related issues.

12. SUBMISSION OF PROPOSAL:

- 12.1. One (1) original (duly marked) hard copy and one (1) electronic copy of the Technical and Cost proposal (Appendix B) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. The one electronic copy of the proposal **MUST** be provided in a thumb drive format. It is asked that the Technical and Cost proposals be separate documents both in the hard and electronic copy formats. The offeror must include a notarized statement that the thumb drive version is a true copy of the printed version.

Department of Finance
 Attention: Purchasing Supervisor
 1415 Amherst St., Room 3
 Winchester, VA 22601
 Telephone: 540-662-3889 x 88237

- 12.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted along with your proposal submission. Notice of addenda will be posted on eVA and the FCPS Purchasing webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at http://www.frederick.k12.va.us/pages/Frederick_County_PS/Departments/Finance/Purchasing.
- 12.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to FCPS's evaluation process. The RFP forms must be completed legibly in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 12.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. FCPS encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 12.5. Each original and electronic copy of the proposal shall consist of:
- a. Technical Proposal
 1. Request for Proposal Cover Sheet
 2. Technical proposal as required in the Special Provisions, paragraph 7, **TECHNICAL PROPOSAL INSTRUCTIONS**. (Appendix B should be included in the Technical

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proposal).

- b. Cost Proposal
 - 1. Request for Proposal Cover Sheet
 - 2. Cost proposal as required in the Special Provisions paragraph 8, **COST PROPOSAL INSTRUCTIONS.**

12.6. By executing the cover sheet and documents contained in Appendix B, Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail, courier or delivered in person.

13. **LATE PROPOSALS:**

13.1. Proposals received in the Department of Finance after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

14. **BASIS FOR AWARD:**

14.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the School District, taking into consideration price and the evaluation factors set forth in the Request for Proposal.

14.2. An Evaluation Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.

14.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Evaluation Committee or any person involved in the evaluation of the proposals. Evaluation Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the School District, result in the disqualification of an offeror from the procurement process.

14.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Purchasing Supervisor to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the School District shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.

14.5. Should the School District determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the Superintendent of Schools and School Board, if appropriate, prior to actual award of contract.

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14.6. Proposal Evaluation Criteria

Proposals shall be evaluated by a FCPS committee using the following criteria as related to the FCPS's Tasks to be Performed outlined in paragraph 5, technical proposal paragraph 7, cost proposal paragraph 8, and all other terms and conditions and submission requirements identified herein:

| <u>Evaluation Criteria</u> | | <u>Assigned Weight</u> |
|----------------------------|-----------------------------------|------------------------|
| (1) | Proposed Services | 40% |
| (2) | Qualifications/Ability to Perform | 25% |
| (3) | Additional Services Offered | 5% |
| (4) | Proposed Costs | 30% |

14.7. FCPS reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

14.8. The Purchasing Supervisor may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

14.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Executive Director of Finance, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

14.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

14.11. It is the school division's intent for this RFP, any addenda, the offeror's proposal, any additional information requested, and negotiated changes to be incorporated by reference into the contract.

15. **CONTRACT AWARD DOCUMENT:**

15.1. FCPS will award a contract referencing all related documents corresponding to this solicitation. Under no circumstances will FCPS sign or execute any subsequent vendor form.

15.2. The School District may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

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- 16.1. FCPS may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved School District procurement cards.
- 16.2. A Purchase Order (PO) may be issued to the contractor on behalf of the school or department ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 16.3. Procurement Card orders and payments may also be made by the use of a Frederick County Public Schools "Procurement" Card. The Procurement Card is currently a Visa Card. Contractors are encouraged to accept this method of receiving orders.
- 16.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 16.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the Executive Director of Finance, school and/or department to proceed. Purchase requisitions shall not be used for placing orders.

17. PAYMENTS:

- 17.1. FCPS will pay the Contractor in accordance with the General Terms and Conditions' paragraphs 25 and 26 unless otherwise negotiated.

18. CHANGES:

- 18.1. FCPS may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The Executive Director of Finance must approve all work that is beyond the scope of this Request for Proposal.
- 18.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Executive Director of Finance.

19. DELAYS AND SUSPENSIONS:

- 19.1. FCPS may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the School District. FCPS will extend the Contractor's time of completion by a period of time that in the discretion of the Executive Director of Finance is reasonably suited for completion of work. The School District may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

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19.2. If the School District does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the Executive Director of Finance written notice if FCPS fails to provide data or services that are required for contract completion by the Contractor. The School District may extend the Contractor's time of completion by a period of time that in the discretion of the Executive Director of Finance is reasonably suited for completion of work. The School District may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

19.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Executive Director of Finance such work is not impacted by the School District's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

20. ACCESS TO AND INSPECTION OF WORK:

20.1. The Executive Director of Finance and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

21. DATA SOURCES:

21.1. The School District will provide the Contractor all available data possessed by FCPS that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating FCPS data.

22. SAFEGUARDS OF INFORMATION:

22.1. Unless approved in writing by the Executive Director of Finance, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

23. ORDER OF PRECEDENCE:

23.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Terms of this contract shall take precedence over the General Terms and Conditions, (Appendix A).

24. SUBCONTRACTING:

24.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmb.e.state.va.us>; local chambers of commerce and other business organizations.

24.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor. All subcontractors and the payment of said subcontractors is the offeror's responsibility and changes in subcontractors should be provided to FCPS within 30 days of the change.

25. USE OF CONTRACT BY OTHER PUBLIC BODIES:

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- 25.1. Reference Paragraph 15, General Terms and Conditions, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. Frederick County Public Schools acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.
- 25.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 25.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 25.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 25.5. FCPS **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.
26. **NEWS RELEASE BY VENDORS:**
- 26.1. As a matter of policy, the School District does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the School Board. All proposed news releases will be routed to the Executive Director of Finance for review and approval.
27. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**
- 27.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award. For more information and answers to your questions please contact the Virginia State Corporation Commission (SCC). Website: <http://www.scc.virginia.gov/index.aspx>
- Frequently Asked Questions: <http://www.scc.virginia.gov/clk/befaq/forinva.aspx#a1>
 Email: sccinfo@scc.virginia.gov
 Contact Information: <http://www.scc.virginia.gov/contact.aspx>
SCC General Information Phone: 804-371-9967

Frederick County Public Schools General Terms and Conditions

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by FCPS, unless otherwise specified in such solicitation or contract. The Purchasing function of the Finance Department is responsible for the purchasing activity of Frederick County Public Schools and its governing body, the Frederick County Public 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.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

1. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Code of Virginia, Section 2.2, Chapter 43, Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
2. **AUTHORITY:** The Executive Director of Finance, or designee has the sole responsibility and authority for issuance of invitations to bid, request for proposals, negotiations, placing and modifying invitations, requests, purchase orders and awards issued by and for the County School Board of Frederick County. In the discharge of these responsibilities, the Executive Director of Finance may be assisted by delegating to Purchasing Supervisor and other Finance staff. No other School Board officers or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the School Board for any indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and the School Board shall not be bound thereby.
3. **DEBARMENT:** By submitting a bid/proposal, the bidder/offeror is certifying that he/she is not currently debarred by the Commonwealth of Virginia or FCPS from submitting bids/proposals. On contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder/Offeror an agent of any person or entity that is currently so debarred.
4. **DISCRIMINATION:** FCPS does not discriminate against faith-based organizations in accordance with the Code of Virginia, section 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
5. **INVOICES:** Invoices for items/services ordered, delivered and accepted shall be submitted in duplicate by the Contractor directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number shall be in the same legal name of the Contractor as indicated on the Contract.**
6. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is the policy of FCPS to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with performance of this contract, the Contractor agrees to use best effort to carry out this policy and insure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.
7. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, 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 coloration, in accordance with the Virginia Freedom of Information Act.
 1. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
 2. Any Bidder/Offeror, upon request shall be afforded the opportunity to inspect proposal records within a reasonable time after the opening/receipt of all proposals, but prior to award, except in the event that FCPS decides not to accept any of the proposals and to re-solicit. Otherwise proposal records shall be open to public inspection only after award of the contract. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 3. Trade secrets or proprietary information submitted by an Bidder/Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Bidder/Offeror or Contractor must invoke the protection of this section in writing prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected, and stating the reasons why protection is necessary.
 4. Nothing contained in this section shall be construed to require FCPS to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to FCPS.

CONTRACT PROVISIONS

8. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder/Offeror certifies to FCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides that in every contract over \$10,000 the provisions below apply:

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

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1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualifications 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.
4. The Contractor will include the provisions above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
9. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to FCPS 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 FCPS under said contract.
10. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for three (3) years after final payment, or until audited by FCPS, whichever is sooner. FCPS, its authorized agents, and/or auditors reserve the right to perform or have performed an audit of the records of the Contractor and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.
11. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any one of the following ways:
 1. FCPS 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 the method of packing or shipment, place of delivery, installation or performance of work, etc. The Contractor shall comply with the notice upon receipt. The Contract shall be compensated for any additional costs incurred as the result of such order and shall give FCPS a credit for any resulting savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to FCPS's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and to 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 FCPS with all vouchers and records of the Contractor as it deems necessary to determine costs of savings. Any claim for an adjustment in price under this provision must be asserted by written notice to FCPS within thirty (30) days from the date of receipt of the written order from FCPS. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by FCPS or with the performance of the contract generally.

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.
12. **COMPLIANCE WITH PROCEDURES:** The Contractor shall comply with all procedural instructions that may be issued from time to time by FCPS. However, the terms and conditions of the contract will not change.
13. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact including claims for money or other relief as a result of a contract with FCPS which is not disposed of by agreement shall be declared by the Executive Director of Finance, or designee, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Executive Director of Finance, or designee shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision by formal protest. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment, however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
14. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order.
15. **COOPERATIVE PURCHASING:** FCPS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements

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to increase efficiency or reduce administrative expenses in any acquisition of goods or services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

16. **CONTRACTOR CERTIFICATION:** To protect the safety of students and school employees, Contractor certifies to the School Board that none of Contractor's employees, whether new or current, full-time or part-time, permanent or temporary, who will be present on the Site or other school property and may have any contact with students or school employees, (i) have been convicted of a felony, any offense involving sexual molestation, physical or sexual abuse or rape of a child, or a felony involving lying, cheating or stealing; or (ii) have been the subject of a founded case of child abuse or neglect.

Contractor shall conduct an investigation of the criminal history, sex offender status and agency determinations of child abuse of each employee who will be present on the Site or other school property and may have contact with students or school employees. Contractor shall conduct all such investigations with the written consent of affected employees and in compliance with all applicable laws. Contractor certifies that it has conducted such an investigation for all current employees who will be involved in the work to be performed pursuant to this Agreement, and will conduct such an investigation for any future employees who will be involved in the work to be performed pursuant to this Agreement. Contractor shall keep records of all investigations and shall make such records available to the School Board upon request.

If any employee of Contractor who will be present on the Site or other school property and may have contact with students or school employees is arrested for, charged with, or convicted of any such offense, or becomes the subject of a child abuse investigation, Contractor shall notify the Superintendent of the arrest, charge, conviction or investigation within forty-eight (48) hours after Contractor is made aware of the arrest, charge, conviction or investigation. The School Board reserves the right to exclude such employee from positions that may involve contact between such employee and students or school employees, or to exclude such individual from school property entirely.

Contractor shall include the provisions of Section 11 in all contracts with its subcontractors who will provide goods or services for the Project, if any, so that such provisions are binding on all such subcontractors of Contractor.

Failure by Contractor or one of its subcontractors to conduct investigations or to make the certifications required by this provision may constitute a breach of this Agreement and grounds for termination or rescission of the Agreement (Code of Virginia § 22.1-296.1).

17. **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; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

18. **FEES/COSTS:** Negotiated costs shall be firm and fixed throughout the contract period.
19. **GUARANTEES AND WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to FCPS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
20. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
21. **INDEMNIFICATION:** Contractor shall indemnify, save and hold harmless the School Board of FCPS, its officers, agents, employees and volunteers against and from any and all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs of investigation, attorney fees, cost of appeals arising out of any such claims or suits, and other expenses which may or otherwise accrue against FCPS in consequence of the granting of a contract or which may or otherwise result in connection with work therefrom, if it shall be determined that the act was caused through negligence, omission or commission of the Contractor, including its agents, subcontractors, employees, and volunteers. The Contractor expressly understands and agrees that any performance bond or insurance shall in no way limit the responsibility to indemnify, keep and save harmless and defend the School Board as herein provided. Furthermore, it is understood and agreed that the Contractor is at all times herein acting as an independent contractor.
22. **INSURANCE:** Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of any resulting contract. By signing and submitting a proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract FCPS reserves the right to require the Contractor to furnish certificates of

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insurance for the coverage required by FCPS and the Commonwealth as indicated below:

Insurance Coverage and Limits Required:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. General Liability - \$500,000 combined single limit with FCPS named as additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products, and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
4. Automobile Liability - \$500,000.

If different or additional insurance coverage is required it will be so stated in Special Terms and Conditions.

23. **MODIFICATION OF CONTRACT:** FCPS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Executive Director of Finance, or designee. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by Executive Director of Finance, or designee:
 1. The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
 2. The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
 3. The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as FCPS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by FCPS and the Contractor.
24. **NON-DISCRIMINATION OF CONTRACTORS:** Any potential Bidder/Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below:
 1. Faith-based organizations may enter into contracts with FCPS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.
 2. FCPS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of FCPS will not be spent for religious worship, instruction, or proselytizing.
 3. Any faith-based organization awarded a contract by FCPS 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 FCPS.
 4. Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.
 5. If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, FCPS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursements from an alternative provider.
 6. Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider."
25. **PAYMENT TERMS:** 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. However, this shall not affect offers of discounts for payment in less than 45 days.

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26. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated to:
1. Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from FCPS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from FCPS except for amounts withheld as stated above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of FCPS.
27. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reductions in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally or (2) in the contractor's price schedule for the class of customers, i.e. wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise would not be considered a "general price reduction" under this provision. Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify FCPS of such reduction by letter. Failure to do so may result in termination of the contract for cause. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by FCPS.
28. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.
29. **RESPONSIBILITY FOR SUPPLIES TENDERED:** Unless otherwise specified in the solicitation, 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, FCPS 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.
30. **STUDENT INFORMATION CONFIDENTIALITY:** Under no circumstances may a firm release, disclose, sell, or otherwise use student names and addresses. Firms may only use this information for purposes required by this contract. Failure to comply with this requirement will result in immediate cancellation of the contract.
31. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, FCPS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which FCPS may have. Specifically,
1. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner their obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the School Board shall thereupon have the right to terminate, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of the School Board become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
 2. Notwithstanding the above, the Contractor shall be relieved of liability to the School Board for damages sustained by the School Board by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the School Board from the Contractor is determined.
32. **TERMINATION FOR CONVENIENCE:** FCPS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Executive Director of Finance, or designee determines that such a termination is in the best interest of FCPS. Any such termination shall be effected by delivery to the Contractor, at least thirty (30) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination 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 termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
33. **TERMS OF PAYMENT:** Payment will be made to the vendor within thirty (30) days upon receipt of all invoices.

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BID/ PROPOSAL TERMS & CONDITIONS

34. **ACCEPTANCE OF BIDS/OFFERS BINDING 90 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for ninety (90) calendar days following bid/proposal opening date, unless shortened/extended by mutual consent of all parties.
35. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, FCPS will publicly post such notice on the Purchasing portion of the FCPS website, www.frederick.k12.va.us for a minimum of 10 calendar days except in emergencies.
36. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of FCPS.
37. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that FCPS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract. Furthermore, if funds are not appropriated for any succeeding fiscal year subsequent to the one in which this contract is entered into, for the purpose of this contract, then FCPS may reduce or terminate this contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, FCPS shall be liable only for payments due through June 30 of the calendar year.
38. **AWARD OR REJECTION OF BIDS/OFFERS:** Purchasing staff 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 FCPS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to FCPS taking into consideration the evaluation factors set forth in the RFP. FCPS reserves the right to award a contract by individual items, in the aggregate, or any combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of FCPS. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of FCPS. FCPS also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 - f. The sufficiency of the financial resources and ability to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. The number and scope of the conditions attached to the bid;
 - j. Whether the bidder is in arrears to FCPS on debt or contract or is a defaulter on surety to FCPS or whether the bidder's Frederick County taxes or assessments are delinquent; and
 - k. Such other information as may be secured by FCPS having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the FCPS Purchasing Supervisor shall so notify that bidder and shall have recorded the reasons in the contract file.
39. **BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named; but conveys the general style, type, character, and quality of the article desired. Any article which FCPS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the proposes intended, shall be accepted. The Bidder/Offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable FCPS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation. (Reference Chapter 43, Paragraph 2.2-4315, Code of Virginia.)

To judge acceptability, bidders submitting alternates shall attach specifications, drawings, pictures, etc., which shall be used in determining suitability. It shall be understood that the burden of proof for a substitute or an "or equal" material shall be on the bidder.

40. **CASH DISCOUNTS:** Cash discounts will be considered in determining the award. All discounts shall be included in the unit prices.
41. **CLARIFICATION OF TERMS:** If any prospective Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the Purchasing Supervisor, in writing, whose name appears on the face of the solicitation no later than five (5) business (working) days before the due date. Any revisions to the solicitation will be made only by written addendum issued by the Purchasing Supervisor.
42. **COMMENTS CONCERNING SPECIFICATIONS:** Any vendor wishing to make comments concerning specifications or other provisions of School Board Invitations to Bid or Request for Proposals may do so by submitting such comments in writing to the

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Purchasing Supervisor no later than five (5) working days prior to the specific date of opening.

43. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss, or expense occasioned by such violation.
44. **DELIVERY:** Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified on proposal form.

Failure of a contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by FCPS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by FCPS, shall constitute grounds for FCPS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles not delivered. On all such purchases, the contractor shall reimburse FCPS, within a reasonable time specified by FCPS, for any expense incurred in excess of contract prices, or, in FCPS's sole discretion, FCPS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, FCPS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in prices to be determined by FCPS.
45. **DELIVERY POINT:** All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
46. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerors certify that their 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 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.
47. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential bidder/offeror or contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.
48. **EXTRA CHARGES NOT ALLOWED:** The proposed costs/fees shall be for providing complete services; e.g., travel, hourly rates, supplies, printing, misc. support services, etc. Extra charges will not be allowed.
49. **HAZARDOUS MATERIALS:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C), then the Bidder/Offeror, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder/Offeror does not violate any of the prohibitions of Title 14 of the U.S.C. or Section 1263.
50. **INCLEMENT WEATHER:** Due to inclement weather conditions, FCPS may elect to close schools and administration offices. If the administration office is closed the day of the pre-bid/proposal meeting then meetings will then be held the next business day. The same condition applies to bid/proposal openings
51. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the FCPS finance department by the designated date and hour. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the purchasing office. Bids/Proposals received in the finance department after the date and hour designated are automatically disqualified and will not be considered. FCPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system, or any other method of delivery. It is the sole responsibility of the Bidders/Offerors to ensure that its bid/proposal reaches the purchasing office by the designated date and hour.
52. **LICENSE:** Any bidder not licensed as may be required by federal, state, or county law shall be determined a non-responsive bidder.
53. **LICENSES, PERMITS, AND FEES:** All bids/proposals submitted shall include in price the cost of any business and professional licenses, permits, or fees required by the County of Frederick.
54. **MANDATORY USE OF FCPS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official FCPS form provided for that purpose may be cause for rejection of the bid/proposal. Return of the complete document is required. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Purchasing Supervisor, or designee reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, FCPS may, in its sole discretion, request that the Bidder/Offeror withdraw or modify non responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.
55. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.
56. **NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Unless all bids are canceled or rejected, FCPS reserves the right granted by Section 2.2 -4318 of the Code of Virginia to negotiate with the lowest responsive and responsible Bidder to obtain a

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contract price within the funds available to FCPS whenever such low bid exceed FCPS's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by FCPS for this contract prior to the issuance of the written Invitation for Bid. Negotiations with the low Bidder may include both modifications of the bid price and the Scope of the Work/Specifications to be performed. FCPS shall initiate such negotiations by written notice to the lowest responsive, responsible Bidder that its bid exceeds the available funds and the FCPS wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by FCPS and the lowest responsive, responsible Bidder.

57. **OFFICIAL NOT TO BENEFIT:**

1. Bidder/Offeror shall certify upon signing a bid/proposal that to the best of their knowledge no FCPS official or employee having official responsibility for the procurement transaction or member of his or her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received this fact shall be disclosed with the bid/proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or recession of the contract made or could affect payment pursuant to the terms of the contract.

2. Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with bid, proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, FCPS, as a prerequisite to payment pursuant to the Contractor, or at any time require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

3. In the event the Bidder/Offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Executive Director of Finance, Frederick County Public Schools, P.O. Box 3508, Winchester, VA 22601. The Request for Proposal Title should be referenced in the disclosure.

58. **OBLIGATION OF BIDDER/OFFEROR:** By submitting a proposal, the Bidder/Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

59. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared by the Bidder/Offeror and successful Contractor for FCPS pursuant to this solicitation and any resulting contract shall belong exclusively to FCPS and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

60. **PRICES TO BE FIRM:** Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the School Board or bidder.

61. **PRICING:** Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

62. **BID/PROPOSAL ACCEPTANCE PERIOD:** Bid/ proposal shall be binding upon the Bidder/Offeror for a minimum of 90 calendar days following the bid/proposal receipt and opening date. Any bid/proposal on which the Bidder/Offeror shortens the acceptance period may be rejected as determined by the Purchasing Supervisor.

63. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Supervisor, no later than ten (10) days after the Notice of Award or the Notice of Intent to Award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Supervisor shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken.

1. If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Purchasing Supervisor shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by FCPS. Where the award has been made and performance has begun, the Purchasing Supervisor may declare the contract void upon a finding that this action is in the best interest of FCPS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

2. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

3. An award need not be delayed for the period allowed an Bidder/Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

64. **QUALIFICATIONS OF BIDDERS/OFFERORS:** FCPS 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 FCPS all such information and data for this purpose as may be requested. FCPS reserves the right to inspect the

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Bidder's/Offoror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offoror's capabilities. FCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Bidder/Offoror fails to satisfy FCPS that such Bidder/Offoror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein. The Bidder/Offoror shall complete and enclose with his/her proposal the CONTRACTOR DATA SHEET, attached hereto.

65. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, unless otherwise specified. The items bid must be new, the latest model, and of the best quality and highest grade workmanship.
66. **REJECTION AND AWARD OF BIDS/PROPOSALS:** The Frederick County School board reserves the right to accept or reject any or all bids/proposals or parts of bids, to waive informalities, and to request rebids. The School Board also reserves the right to award the contract as it deems will best serve its interest. It further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the School Board unless otherwise specified.
67. **SAMPLES:** Samples, when requested, must be furnished free of expense to the School Board and if not used in testing or destroyed, will be returned upon request within thirty (30) days of bid award at the bidder's expense.
68. **SIGNATURE REQUIRED:** All quotations and proposals must be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his signature.
69. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor whose offer shall be deemed accepted upon approval by the Frederick County School Board, and in case of default on the part of the bidder or contractor after such acceptance, the School Board may take such actions as it deems appropriate, including legal action for damage or specific performance.
70. **SUBMISSION AND RECEIPT OF BIDS/PROPOSALS:**
 1. Bids/Proposals, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
 2. Unless otherwise specified, bidders must use the bid/proposal form furnished by the School Board. Failure to do so may cause bid to be rejected. Removal of any part of the bid proposal may invalidate the bid.
 3. Bids/Proposals having any erasures or corrections must be initialed by bidder in ink. Bids/Proposals shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.
 4. When specified, each bid/proposal shall be accompanied by a bid bond with surety satisfactory to the School Board or a cashier's check or money order in an amount equal to 5 percent or the total bid price. In the event of default by the bidder, the 5 percent deposit shall represent liquidated damages (not as a penalty) to the School Board, if stated in the bid/proposal specifications.
71. **TAX EXEMPTION:** FCPS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The price bid must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price; Bidder/Offoror may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by FCPS. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by FCPS at their place of business, they may charge and collect their own local/state sales tax.
72. **TIE BIDS:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the Purchasing Supervisor shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the FCPS Purchasing Supervisor may, in his or her sole discretion, re-advertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award the contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the Purchasing Supervisor may, in his or her sole discretion, re-advertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of FCPS to make award to one or more such bidders shall be final.
73. **VARIATIONS TO SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.
74. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or service to FCPS shall download a bidder's application from the Frederick County Public Schools website at www.frederick.k12.va.us . Vendor is responsible for contacting FCPS for any changes or updates to the bid application, including changes to addresses and other contact information.
75. **VENDOR RESPONSIBILITIES:** Bids/Proposal must be properly identified on the return envelope and properly submitted, as specified on the first page of the Bid/Proposal. Failure to do so may result in rejection of the bid/proposal.
76. **WARRANTIES FOR USAGE AND QUANTITY:** Whenever a bid/proposal is sought seeking a source of supply for a specified time for materials or services, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the School Board as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.

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77. **WITHDRAWAL OF BIDS/PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by the Code of Virginia §2.2-4330. The bidder/ offeror shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.

Contractor Data Sheet

1. Qualification of Bidder: The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. Years in Business: Indicate the length of time the Bidder has been in business providing the goods/services in this solicitation: _____ years _____ months.
3. References: Bidders shall provide a listing of a least three (3) references for whom the company has provided specified good/services of the same or greater scope offered within the last three (3) years. Frederick County Public School cannot be used as a reference.

(1) Firm Name: _____

Contact: _____

Mailing Address: _____

Phone: _____ Fax: _____

(2) Firm Name: _____

Contact: _____

Mailing Address: _____

Phone: _____ Fax: _____

(3) Firm Name: _____

Contact: _____

Mailing Address: _____

Phone: _____ Fax: _____

4. Payment Method: Is your company able to accept a procurement card as a form of payment?

As the preferred payment method for FCPS, please state what, if any, challenges accepting a procurement card would present:

5. **Is your firm authorized to transact business in the Commonwealth as a domestic or foreign business entity? ___ Yes, ___ No? (See Attachment C)**

6. **A copy of the certificate of insurance is attached?**

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Frederick County Public Schools Executive Director of Finance if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to FCPS, the Executive Director of Finance may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____



**Compliance with Virginia Law
for Transacting Business in Virginia.**

The undersigned hereby agrees, if this Bid/Proposal is accepted by FCPS, for such services and/or items that the undersigned has met the requirements of the Virginia Code Section 2.2-4311.2

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

- A. _____ Bidder/offeree is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is_____. **(The SCC number is NOT your federal ID number).**

- B. _____ Bidder/offeree is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is _____.

- C. _____ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeree is not required to be authorized to transact business in Virginia.

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

Legal Name of Bidder

Date

Authorized Signature

Print or Type Name and Title

CERTIFICATION OF CONTRACTOR

Full Name of Contractor: _____
Insert name of company or individual contractor

Description of Contract: _____

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Signature: _____ **Date:** _____

Printed Name and Title of Person Making Certification

Address: _____

Phone: _____ **Fax:** _____

Email: _____

Note: (This form must be renewed at a minimum every two years from the date of signature above.)

| FCPS SITE LOCATIONS | |
|--|--|
| Apple Pie Ridge Elementary 349 Apple Pie Ridge Road Winchester, Virginia 22603 | Indian Hollow Elementary 1548 North Hayfield Road Winchester, Virginia 22603 |
| Armel Elementary 2239 Front Royal Pike Winchester, Virginia 22602 | Middletown Elementary 190 Mustang Lane Middletown, Virginia 22645 |
| Bass-Hoover Elementary 471 Aylor Road Stephens City, Virginia 22655 | Orchard View Elementary 4275 Middle Road Winchester, VA 22602 |
| Evendale Elementary 220 Rosa Lane Winchester, Virginia 22602 | Redbud Run Elementary 250 First Woods Drive Winchester, Virginia 22603 |
| Gainesboro Elementary 5629 North Frederick Pike Winchester, Virginia 22603 | Stonewall Elementary 3165 Martinsburg Pike Clearbrook, Virginia 22624 |
| Greenwood Mill Elementary School 281 Channing Drive Winchester, VA 22602 | NREP/Robinson Preschool 1481 Senseny Road Winchester, VA 22602 |
| Frederick County Middle 4661 North Frederick Pike Winchester, Virginia 22603 | James Wood High 161 Apple Pie Ridge Road Winchester, Virginia 22603 |
| James Wood Middle 1313 Amherst Street Winchester, Virginia 22601 | Sherando High 185 South Warrior Drive Stephens City, Virginia 22655 |
| Robert E. Aylor Middle 901 Aylor Road Stephens City, Virginia 22655 | Millbrook High 251 First Woods Drive Winchester, VA 22603 |
| Admiral Richard E. Byrd Middle 134 Rosa Lane Winchester, VA 22602 | Dowell J. Howard Center 156 Dowell J. Circle Winchester, VA 22602 |
| FCPS School Board Office 1415 Amherst St. Winchester, VA 22601 | Transportation 2261 Front Royal Pike Winchester, VA 22602 |
| Facilities Services 280 Woodbine Road Clear Brook, VA 22624 | |

Machines by Location

| Location | # of Machines | Type of Machines | Location of Machines |
|-------------------------|---------------|---------------------|--|
| James Wood HS | 9 | 2 snack 7 bev | Various locations some with student access and on timers |
| Millbrook HS | 2 | 1 beverage, 1 combo | Staff lounge |
| Sherando HS | 6 | 2 snack and 4 drink | 1 each in staff lounge, 1 ea Snack and beverage on timers, 2 bev in locker rooms |
| Adm. Richard E. Byrd MS | 1 | 1 combo | Staff lounge |
| Frederick County MS | 1 | 1 combo | Staff lounge |
| James Wood MS | 1 | 1 combo | Staff lounge |
| Robert E. Aylor MS | 2 | 1 bev, 1 combo | Dual machine In lounge, bev machine on timer in hallway |
| Apple Pie Ridge ES | 1 | 1 combo | Staff lounge |
| Armel ES | 1 | 1 combo | Staff lounge |
| Bass Hoover ES | 1 | 1 combo | Staff lounge |
| Evendale ES | 1 | 1 combo | Staff lounge |
| Gainesboro ES | 1 | 1 combo | Staff lounge |
| Greenwood Mill ES | 1 | 1 combo | Staff lounge |
| Indian Hollow ES | 1 | 1 combo | Staff lounge |
| Middletown ES | 1 | 1 combo | Staff lounge |
| Orchard View ES | 0 | | |
| Redbud Run ES | 1 | 1 combo | Staff lounge |
| Stonewall ES | 1 | 1 combo | Staff lounge |
| School Board Office | 2 | 1 beverage, 1 combo | Staff lounge |
| Facilities Services | 0 | | |
| Transportation | 1 | combo | Staff lounge |
| NREP | 1 | 1 combo | Staff lounge |
| Dowel J Howard Center | 4 | 2 bev, 2 snack | All accessible to students |

Smart Snacks in School

USDA's "All Foods Sold in Schools" Standards

USDA recently published practical, science-based nutrition standards for snack foods and beverages sold to children at school during the school day. The standards, required by the Healthy, Hunger-Free Kids Act of 2010, will allow schools to offer healthier snack foods to children, while limiting junk food.

The health of today's school environment continues to improve. Students across the country are now offered healthier school lunches with more fruits, vegetables and whole grains. The *Smart Snacks in School* standards will build on those healthy advancements and ensure that kids are only offered tasty and nutritious foods during the school day.

Smart Snacks in School also support efforts by school food service staff, school administrators, teachers, parents and the school community, all working hard to instill healthy habits in students.

Nutrition Standards for Foods

- **Any food sold in schools must:**
 - Be a "whole grain-rich" grain product; or
 - Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
 - Be a combination food that contains at least ¼ cup of fruit and/or vegetable; or
 - Contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).*

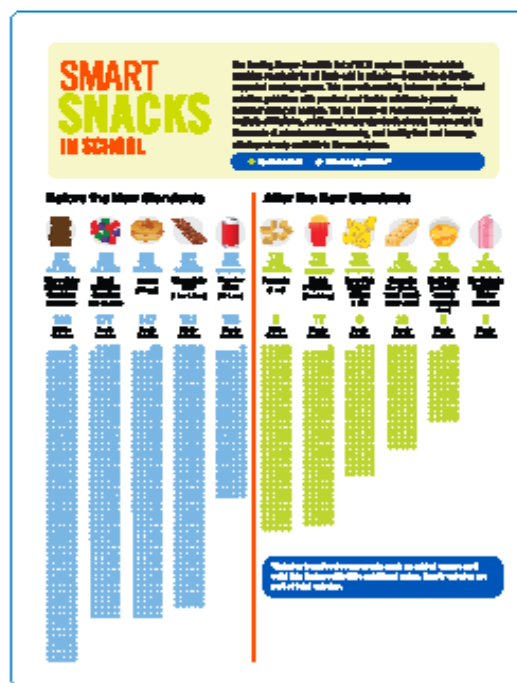
- **Foods must also meet several nutrient requirements:**
 - **Calorie limits:**
 - Snack items: ≤ 200 calories
 - Entrée items: ≤ 350 calories

 - **Sodium limits:**
 - Snack items: ≤ 230 mg**
 - Entrée items: ≤ 480 mg

 - **Fat limits:**
 - Total fat: ≤ 35% of calories
 - Saturated fat: < 10% of calories
 - Trans fat: zero grams

 - **Sugar limit:**
 - ≤ 35% of weight from total sugars in foods

*On July 1, 2016, foods may not qualify using the 10% DV criteria.
 **On July 1, 2016, snack items must contain ≤ 200 mg sodium per item



*Smart Snacks in School: USDA's "All Foods Sold in Schools" Standards***Nutrition Standards for Beverages**

- **All schools may sell:**
 - Plain water (with or without carbonation)
 - Unflavored low fat milk
 - Unflavored or flavored fat free milk and milk alternatives permitted by NSLP/SBP
 - 100% fruit or vegetable juice and
 - 100% fruit or vegetable juice diluted with water (with or without carbonation), and no added sweeteners.
- **Elementary schools may sell up to 8-ounce portions, while middle schools and high schools may sell up to 12-ounce portions of milk and juice. There is no portion size limit for plain water.**
- **Beyond this, the standards allow additional "no calorie" and "lower calorie" beverage options for high school students.**
 - No more than 20-ounce portions of
 - Calorie-free, flavored water (with or without carbonation); and
 - Other flavored and/or carbonated beverages that are labeled to contain < 5 calories per 8 fluid ounces or ≤ 10 calories per 20 fluid ounces.
 - No more than 12-ounce portions of
 - Beverages with ≤ 40 calories per 8 fluid ounces, or ≤ 60 calories per 12 fluid ounces.

Other Requirements

- **Fundraisers**
 - The sale of food items that meet nutrition requirements at fundraisers are not limited in any way under the standards.
 - The standards do not apply during non-school hours, on weekends and at off-campus fundraising events.
 - The standards provide a special exemption for infrequent fundraisers that do not meet the nutrition standards. State agencies may determine the frequency with which fundraising activities take place that allow the sale of food and beverage items that do not meet the nutrition standards.
- **Accompaniments**
 - Accompaniments such as cream cheese, salad dressing and butter must be included in the nutrient profile as part of the food item sold.
 - This helps control the amount of calories, fat, sugar and sodium added to foods by accompaniments, which can be significant.

Public Comment

USDA is seeking comments on these standards. The formal 120-day comment period is open through October 28, 2013. We also want to continue to receive feedback during implementation of the standards, so that we are able to make any needed tweaks to the standards based on real-world experience. Feedback from students, parents, school food staff, school administrators, State agencies and other interested parties is critical to ensuring successful standards.

To find the standards online, simply go to <http://www.regulations.gov> and search by the docket number, which is FNS-2011-0019, or you may type in the name of the rule "Nutrition Standards for All Foods Sold in School".

Comment Online:
<http://www.regulations.gov>

Comment by Mail:
William Wagoner
Section Chief, Policy and
Program Development Branch
Child Nutrition Division
Food and Nutrition Service
P.O. Box 66874
St. Louis, MO 63166



USDA is an equal opportunity provider and employer.

Or go to: <https://www.fns.usda.gov/sites/default/files/allfoodsflyer.pdf> or
<https://origin.drupal.fns.usda.gov/smart-snacks-school-usda%E2%80%99s-%E2%80%9Ccall-foods-sold-schools%E2%80%9D-standards>