



Williamsburg-James City County Public Schools

Invitation for Bid

IFB #11-0039

CANNED/BOTTLED JUICE AND WATER

The Williamsburg-James City County Public School is accepting sealed bids from qualified vendors to provide and deliver **Canned Soft Drinks** to the W-JCC School district in accordance with the following specifications.

Issue Date: July 5, 2011

Due Date: July 26, 2011 @ 2:00 p.m.

All IFB's shall be mailed or delivered to:

*Williamsburg-James City County Public Schools
c/o James City County Purchasing Department
101 Mounts Bay Rd., Bldg. F
P.O. Box 8784
Williamsburg, VA 23185*

All bids must be received in the Purchasing Office by the date and time given. Late bids and misdirected bids will not be accepted. It is the Bidder/Offeror's responsibility to make sure their bid is delivered to the Purchasing Office. Questions about specifications or solicitation documents by the prospective Bidder/Offeror should be addressed in writing, a minimum of seven (7) business days prior to bid opening to:

**Kitty Hall, VCO, Senior Buyer
(757) 253-6644/6646
(757) 253-6753**

khall@james-city.va.us
halk@wjcc.k12.va.us

Any revisions to the solicitation will be made only by written addendum issued by Williamsburg-James City County Public Schools. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Kitty Hall, VCO,
Senior Buyer

In compliance with this Invitation for Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the commodities in accordance with the signed bid or as mutually agreed upon by subsequent negotiations.

Name and Address:

Telephone #: _____

Fax #: _____

SCC Registration No. : _____ Virginia Contractor's License No.: _____

Submitted by: _____ Date: _____
(Print name)

Signature FIN/SSN: _____

**CERTIFICATION PAGE
RETURN THIS PAGE WITH BID SUBMISSION**

TERMS AND CONDITIONS

1. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the courts resolved in the Circuit Court of James City County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
2. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 22-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Williamsburg-James City County Public Schools. By submitting their bids, all Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier manufacturer or subcontractor in connection with their bid, and that they have not conferred 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.
3. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, the bidders 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.
4. **ANTI-TRUST:** By entering into a contract, the Bidder conveys, sells, assigns, and transfers to the Williamsburg-James City County Public Schools all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and the Williamsburg-James City County, relating to the particular goods or services purchased or acquired by the Williamsburg-James City County Public Schools under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
5. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Williamsburg-James City County Public Schools for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the Williamsburg-James City County Public Schools and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Williamsburg-James City County Public Schools, except for amounts withheld as stated in 2 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 obligation of the Williamsburg-James City County Public Schools.
6. **TAXES:** Williamsburg-James City County Public Schools are normally exempt from all direct State and Federal tax. Exempt certificates will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes.
7. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Williamsburg-James City County Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s)) and the Bidder shall furnish to Williamsburg-James City County Public Schools all such information and data for this purpose as may be requested. The Williamsburg-James City County Public Schools reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Williamsburg-James City County Public Schools further reserves the right to

reject any bid or proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the Williamsburg-James City County Public Schools that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

8. **TESTING AND INSPECTION:** The Williamsburg-James City County Public Schools reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
9. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Supervisor of Procurement.
10. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Williamsburg-James City County Public Schools, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Williamsburg-James City County Public Schools may have.
11. **NON-APPROPRIATION:** All funds for payments of items ordered under this agreement are subject to the availability of Williamsburg-James City County Public Schools appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event of non-appropriation of funds by the Williamsburg-James City County Public Schools for the items under this contract, the Williamsburg-James City County Public Schools will terminate this contract. Written notice will be provided to the contractor as soon as possible after Williamsburg-James City County Public Schools action is completed.
12. **ANTI-DISCRIMINATION:** By submitting their bids, Bidders certify to the Williamsburg-James City County Public Schools 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 11-51 of the Virginia Public Procurement Act which provides:

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

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
13. **DEBARMENT STATUS:** By submitting their bids or proposals, Bidders or Offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of Williamsburg-James City County Public Schools, nor are they an agent of any person or entity that

is currently debarred from submitting bids or proposals on contracts by any agency of Williamsburg-James City County Public Schools.

14. **MANDATORY USE OF BID FORM AND TERMS AND CONDITIONS:** Failure to submit a bid on the official Williamsburg-James City County Public Schools form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the invitation for bid may be cause for rejection of the bid; however, the Williamsburg-James City County Public Schools reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Williamsburg-James City County Public Schools may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
15. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Williamsburg-James City County Public Schools IFB/RFP number and/or purchase order number.
16. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.
17. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders or 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 the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder or 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 the Williamsburg-James City County Public Schools to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder/Offeror clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
18. **TRANSPORTATION AND PACKAGING:** By submitting their bids or proposals, all Bidders or Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity
19. **DISPUTES:** 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 claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.

20. **PROTEST OF AWARD OR DECISION TO AWARD:** Any bidder or offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Supervisor of Procurement no later than ten (10) days after the award announcement or the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought.
21. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Williamsburg-James City County Public Schools, whichever is sooner. The agency, its authorized agents, and./or Williamsburg-James City County Public Schools auditors shall have full access to and the right to examine any of said materials during said period.
22. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
23. **AWARD OF CONTRACT:** Awards shall be to the lowest responsive and responsible Bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The Williamsburg-James City County Public Schools reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
24. **BID PRICES:** Each bid shall be in the form of a firm unit price for each item during the contract period.
25. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
26. **RENEWAL OF CONTRACT:** This contract may be renewed by the Williamsburg-James City County Public Schools upon written agreement of both parties for three (3) additional contract periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
27. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the Bidder or 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 the Williamsburg-James City County Public Schools reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

CONTRACTORS INSURANCE

1. The Contractor shall purchase and maintain during the life of this contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract documents, whether such performance is by Contractor, or by subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose

acts any of them may be liable and shall otherwise bear responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

A. Workers Compensation and Employers Liability

Coverage A - Statutory
Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

B. Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability \$1,000,000 Per Occurrence

C. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

D. Excess Liability

Contractors have the option of meeting the insurance requirements of B and C above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in B and C.

E. Self Insured Retentions, Deductibles and Aggregate Limits

All self insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the James City County Risk Management Director.

2. The Contractor shall file with the County, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the County, consist of the following:

A. Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify County immediately if Contractor receives notification of non-renewal or cancellation.

Williamsburg-James City County Public Schools shall be named as an Additional Insured on a Commercial General Liability on a primary basis. James City County's or James City Service Authority's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

28. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted one time only during the

contract period for changes in the Contractor's cost not to exceed 5%.

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

The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

29. **PRODUCT INFORMATION:** The Bidder/Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Williamsburg-James City County Public Schools to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered non-responsive.
30. **PRODUCTS OR MATERIALS NOT TO SPECIFICATIONS:** The right is reserved to cancel any contract and reject deliveries of any products or materials not in accordance with the specifications. All returns or exchanges shall be at the contractor's expense. The Williamsburg-James City County Public Schools shall be the sole and final judge.
31. **QUALITY:** All contracts, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
32. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
33. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Williamsburg-James City County Public Schools satisfaction at the Contractor's expense.
34. **RECEIPT AND OPENING OF BIDS**
 - a. It is the responsibility of the bidder to assure that the bid is delivered to the place designated for receipt of bids prior to the time set for receipt of bids. No bid received after the time designated for receipt of bids shall be considered. The bids shall be opened one day following the time fixed by the Williamsburg-James City County Public Schools for the submission of bids.
 - b. Bids received in response to an Invitation for Bids will be opened at the time and place stated in the solicitation and Bidders' names and prices made public for the information of Bidders and others interested who may be present either in person or by representative. The officer or agent of the Williamsburg-James City County Public Schools, whose duty it is to open them, will decide when the

specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

35. WITHDRAWAL OF BID DUE TO ERROR

- a. The Bidder shall submit to the Williamsburg-James City County Public Schools or designated official his original work papers, documents and materials used in the preparation of the bid within one day after the date fixed for submission of bids. The work papers shall be delivered by the Bidder in person or by registered mail at or prior to the time fixed for the opening of bids. The bids shall be opened one day following the time fixed by the Williamsburg-James City County Public Schools for the submission of bids. Thereafter, the Bidder shall have two hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. The contract shall not be awarded by the Williamsburg-James City County Public Schools until the two-hour period has elapsed. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein. (Section 2.2-4330 a. (ii) Code of Virginia)
- b. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent.
- c. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- d. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, form the performance of the project for which the withdrawn bid was submitted.
- e. If the Williamsburg-James City County Public Schools; denies the withdrawal of a bid under the provisions of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price(s), provided such Bidder is a responsive and responsible Bidder.

36. CONTRACTOR'S LICENSE

Contractor shall be properly licensed as required by the Commonwealth of Virginia.

37. Felony Conviction: The Contractor acknowledges and certifies that all employees of the contractor and sub-contractors performing work on school division property are not convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. The contractor further acknowledges and certifies that it understands that allowing any person subject to the direct or indirect control of the contractor to perform work or enter on school division property if such person has been convicted of such a crime constitutes a breach of contract and may result in default action being taken by the school division in addition to any criminal penalties that may result from such conduct.

38. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on agency's property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and,
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the agency in addition to any criminal penalties that may result from such conduct.

39. NOTICE OF AWARD: Upon final approval by the WJCC School Board, notice of contract award will be publicly posted in the Purchasing Office, 101-F Mounts Bay Road, Suite 300, Williamsburg VA 23185.

40. SCC REGISTRATION

Pursuant to competitive sealed bidding or competitive negotiation, all bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 are required to include in its bid or proposal the identification number issued to it by the State Corporation Commission. 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 shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS

Invitation for Bid
CANNED/BOTTLED JUICE AND WATER

IFB #11-0039

SPECIAL PROVISIONS

1. BACKGROUND

The Williamsburg-James City County Public Schools (WJCC) is accepting sealed bids from qualified vendors to provide canned bottled juice and water to the schools within the district. The listing of the locations and the contact at each location is Attachment A to this invitation to bid. Deliveries shall be made on a weekly basis to the individual locations.

2. COOPERATIVE PROCUREMENT

This solicitation is being conducted under the provisions of 2.2-4304 of the Virginia Public Procurement Act (VPPA), "Cooperative Procurement", as stated, 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.

If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Southeastern area of the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms.

Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The Williamsburg-James City County Public Schools, Virginia acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the contractor's responsibility to notify the jurisdictions of the availability of contract(s).

Bidder desiring to offer to other jurisdictions under this clause shall so indicate in their response.

3. DELIVERIES

The WJCC reserves the right to reject any delivery should the product, packaging, delivery or service be unsatisfactory. Product items not delivered or not complying with specifications may be immediately purchased on the open market by the School Board. Any increase in price shall be charged against the contractor. This remedy shall be in addition to any other remedies which the School Board may have.

Contractor shall be responsible to deliver items to designated location within each location on a weekly basis between the hours of 7:00 a.m. and 1:30 p.m. The Williamsburg-James City County Public Schools shall not be obligated to purchase or pay for commodities unless and until they are ordered and received by the School Food Service Manager or location manager.

4. ORDERS

Contractor shall be present weekly at the Child Nutrition Services Department, 597 Jolly Pond Rd., Williamsburg, VA 23185 to obtain weekly orders for all schools. Over the phone orders will be given only

if contractor assumes the responsibility of calling on the designated date and time frame assigned. Should added expense occur due to contractor's failure to call for orders, THE VENDOR MAY BE ASKED TO REIMBURSE THE SCHOOL DIVISION FOR ANY ADDITIONAL COSTS.

5. SUBSTITUTIONS

If contractor is unable to provide an item as specified in the contract, a substitution may be made if PRIOR APPROVAL is received from the Supervisor of Food Service. If a substituted item is of a higher price than the awarded bid item, the awarded bid item price will be upheld.

5. ITEMS NOT ON BID

Supplier must obtain prior approval from the Supervisor of School Food Service for delivery of any new items or items not specified in this invitation for bid to individual site locations. Failure to obtain this approval may result in non-payment of these items.

6. NUTRITIONAL INFORMATION

Contractor shall provide upon request, nutritional information on all awarded products on the bid. Contractor shall also provide, upon request, a total summary of all individual products quantities purchased during the contract period. This summary shall be total School Division purchased and not by individual school locations.

7. BILLING

Invoices shall be billed and sent to: Williamsburg-James City County Public Schools, Attn: Accounts Payable, PO Box 8783, Williamsburg VA 23187

8. EQUIPMENT

8.1 Contractor shall furnish at no cost to the WJCC two door visual coolers for the canned/bottled juice and water sales. Locations that will require these coolers and the quantity required are:

Lafayette High School - quantity of 1 unit
4460 Longhill Rd.
Williamsburg, VA 23188

Jamestown High School - quantity of 3 units
3751 John Tyler Highway
Williamsburg, VA 23185

Warhill High School – quantity of 3 Counter top units
4615 Opportunity Way
Williamsburg VA 23188

8.2 Installation of equipment for WJCC shall be completed by August 20, 2011 or within one week of contract award. Contractor must contact the Food Service Supervisor to set up dates.

9. PRICE INCREASES

Individual prices may be increased one time during the contract period, not to exceed 5%, to reflect the same amount as the manufacturer's increase to the contractor. Before new pricing becomes effective, the

contractor must furnish written proof of the manufacturer's increase to the WJCC Purchasing Office and the Child Nutrition Services Office. Williamsburg-James City County Public Schools reserves the right to cancel the contract and re-bid at any time if the contractor fails to meet the specific requirements of the contract or if a price increase exceeds 5%.

10. CONTRACT PERIOD

Any contract resulting from this invitation for bid shall be for **two years** and shall commence on the date of approval by the School Board and run through June 30, 2013. This contract may be extended upon mutual agreement for three (3) additional one (1) year period with the same terms and conditions.

11. PROMOTIONAL MATERIALS

Promotional materials, including posters and menu boards, shall be available upon request in quantities required to supply locations desiring this material.

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
SCHOOL LOCATIONS

Williamsburg, Virginia 23185

Clara B. Baker Elem. School -
3131 Ironbound Road
Williamsburg, VA 23188

Cafeteria Mgr.: Kim Parnell
Telephone: (757) 259-3561

D. J. Montague Elem. School -
5380 Centerville Road
Williamsburg, VA 23185

Cafeteria Mgr.: Sophia Perez
Telephone: (757) 259-3421

Matthew Whaley Elem. School -
301 Scotland Street
Williamsburg, VA 23185

Cafeteria Mgr.: Vega Brown
Telephone: (757) 253-0959

Norge Elementary School -
7311 Richmond Road
Williamsburg, VA 23188

Cafeteria Mgr.: Shannon Daggs-Armstead
Telephone: (757) 564-0833

Rawls Byrd Elementary School -
112 Laurel Lane
Williamsburg, VA 23188

Cafeteria Mgr.: Hope Lelesch
Telephone: (757) 220-8468

James River Elementary School -
8901 Pocahontas Trail
Williamsburg, VA 23185

Cafeteria Mgr.: Pamela Jones
Telephone: (757) 887-1666 Ext.106

Stonehouse Elementary School
3651 Rochambeau Dr.
Williamsburg, VA 23188

Cafeteria Mgr: Cheryl Jackson
Telephone: (757)566-8267

Matoaka Elementary School
4001 Brick Bat Road
Williamsburg, VA 23188

Cafeteria Mgr: Candy Slade
Telephone: (757) 564-4054

J. Blaine Blayton Elementary School
800 Jolly Pond Rd.
Williamsburg, VA 23188

Cafeteria Mgr: Lillian Monroe
Telephone: (757)565-9338

Berkeley Middle School -
1118 Ironbound Road
Williamsburg, VA 23185

Cafeteria Mgr.: Tawanda Hammond
Telephone: (757) 253-7924

James Blair Middle School -
117 Ironbound Road
Williamsburg, VA 23185

Cafeteria Mgr.: Rene Staton
Telephone: (757) 565-9370

Toano Middle School -
7817 Richmond Road
Toano, VA 23168

Cafeteria Mgr.: Donna Altizer
Telephone: (757)566-5105

Lois Hornsby Middle School
850 Jolly Pond Rd.
Williamsburg, VA 23188

Cafeteria Mgr.: Lesley Carlson
Telephone: (757)565-9441

Lafayette High School -
4460 Longhill Road
Williamsburg, VA 23188

Cafeteria Mgr.: TBD
Telephone: (757) 565-4237

Jamestown High School -
3751 John Tyler Highway
Williamsburg, VA 23185

Cafeteria Mgr.: Sophia Shepherd
Telephone: (757)259-3620

Warhill High School-
4615 Opportunity Way
Williamsburg, VA 23188

Cafeteria Mgr: Odessa Jackson
Telephone: (757) 565-9113

Child Nutrition Service Office -
597 Jolly Pond Road
Williamsburg, VA 23188

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WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS

Invitation for Bid
CANNED/BOTTLED JUICE AND WATER
IFB #11-0039

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
 CANNED/BOTTLED JUICE AND WATER
 #11-0039

ITEM #	ESTIMATED QUANTITY	ITEM	UNIT SIZE	BRAND	UNIT PRICE	TOTAL PRICE
1	200 CASES PER SCHOOL YEAR	ASST'D 100% JUICE	10 oz.	MINUTE MAID OR EQUAL		
2	125 CASES PER SCHOOL YEAR	V8 FUSION	12 oz.	V8		
3	50 CASES PER SCHOOL YEAR	V8 VEGETABLE	12 oz.	V8		
4	500 CASES PER SCHOOL YEAR	WATER	20 oz.	DASANI OR EQUAL		
5	500 CASES PER SCHOOL YEAR	WATER	12 oz.	DASANI OR EQUAL		
6	200 CASES PER SCHOOL YEAR	VITAMIN WATER	12 oz.	VITAMIN WATER		
7	200 CASES PER SCHOOL YEAR	VITAMIN WATER	20 oz.	VITAMIN WATER		
8	200 CASES PER SCHOOL YEAR	SMART WATER	20 oz.	SMART WATER		
9	500 CASES PER SCHOOL YEAR	POWERADE	12 oz.	POWERADE		
10	500 CASES PER SCHOOL YEAR	POWERADE	20 oz.	POWERADE		

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS

Invitation for Bid
CANNED/BOTTLED JUICE AND WATER
IFB #11-0039

CERTIFICATION

THIS FORM MUST BE SIGNED AND RETURNED WITH BID

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017-510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name
Name

PR/Award Number or Project

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the perspective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. This prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transaction,” without modification, in all covered transactions and in all solicitations for primary covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other
Responsibility Matters – Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017-510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated or cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. This prospective participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Primary Covered Transaction,” without modification, in all covered transactions and in all solicitations for primary covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.