



Williamsburg-James City County Public Schools

Invitation for Bid

IFB #11-0042

PLASTIC & PAPER PRODUCTS

The Williamsburg-James City County Public School is accepting sealed bids from qualified vendors to provide and deliver **Plastic & Paper Products** 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: _____
(Print name) Date: _____

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 2.2-4367 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 any other 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 2.2-4311 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 one-year renewal 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 only for changes in the Contractor's cost not to exceed 5%.

No price increases will be authorized for 180 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing officer.

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, from 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 James City County 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
PLASTIC & PAPER PRODUCTS
IFB #11-0042

SPECIAL PROVISIONS

1. BACKGROUND

The Williamsburg-James City County Public Schools (WJCC) is accepting sealed bids from qualified vendors to provide plastic and paper products to the schools within the School 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. PURCHASING COOPERATIVE

In accordance with the Commonwealth of Virginia's procurement code (section 2.2-4304) and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), the Williamsburg-James City County Public Schools issues this invitation for bid.

SVGPC members who have not indicated initial inclusion in the IFB reserve the right to made awards to the low responsive, responsible bidder as their existing contracts expire, based on this IFB. Unless mutually agreed, SVGPC members not explicitly named in the IFB requirement are not obligated to participate in the IFB, nor is the low responsible, responsive bidder required to contract for the product/service for other SVGPC members.

Each member locality shall issue individual purchase orders specifying individual ordering, receipt, delivery and invoicing procedures.

SVGPC Members:

City of Newport News (includes schools)

City of Portsmouth

County of York (includes schools)

County of Gloucester

Williamsburg/James City County Public Schools

College of William & Mary

Norfolk State University

City of Norfolk

City of Williamsburg

County of James City

County of King William

Tidewater Community College

Christopher Newport University

Jamestown/Yorktown Foundation

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 school, unless directed to do otherwise by that location contact person.

4. ORDERS

Contractor shall be present weekly at Child Nutrition Services, 597 Jolly Pond Rd., Williamsburg, VA 23188 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 Child Nutrition Services. If a substituted item is of a higher price than the awarded bid item, the awarded bid item price will be upheld.

6. IMPORTED ITEMS

Whenever possible, items should be made in the U.S.A. Imported items should only be substituted when items made in the U.S.A. are unavailable.

7. 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.

8. BID AWARD

Williamsburg-James City County Public Schools reserves the right to reject any and all bids or parts of bids, to waive informalities, and to request re-bids. The Williamsburg-James City County Public Schools reserves the right to terminate this agreement at any time upon either written or verbal notice. It is anticipated that this bid will be awarded in its entirety to one company. However, the School Board 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. If the contract is awarded on a split order basis, the school term would be divided into equal parts. Two vendors would not deliver pizza on the same day and/or to the same location.

9. 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.

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
SCHOOL LOCATIONS

PLASTIC & PAPER PRODUCTS
IFB #11-0042
Williamsburg, Virginia 23185

<u>Clara B. Baker Elem. School</u> - 3131 Ironbound Road Williamsburg, VA 23188	Cafeteria Mgr.: Kim Parnell Telephone: (757) 259-3561
<u>D. J. Montague Elem. School</u> - 5380 Centerville Road Williamsburg, VA 23185	Cafeteria Mgr.: Sophia Perez Telephone: (757) 259-3421
<u>Matthew Whaley Elem. School</u> - 301 Scotland Street Williamsburg, VA 23185	Cafeteria Mgr.: Vega Brown Telephone: (757) 253-0959
<u>Norge Elementary School</u> - 7311 Richmond Road Williamsburg, VA 23188	Cafeteria Mgr.: Shennon Daggs-Armstead Telephone: (757) 564-0833
<u>Rawls Byrd Elementary School</u> - 112 Laurel Lane Williamsburg, VA 23188	Cafeteria Mgr.: Hope Lelesch Telephone: (757) 220-8468
<u>James River Elementary School</u> - 8901 Pocahontas Trail Williamsburg, VA 23185	Cafeteria Mgr.: Pamela Jones Telephone: (757) 887-1666 Ext.106
<u>Stonehouse Elementary School</u> 3651 Rochambeau Dr. Williamsburg, VA 23188	Cafeteria Mgr: Cheryl Jackson Telephone: (757)566-8267
<u>Matoaka Elementary School</u> 4001 Brick Bat Road Williamsburg, VA 23188	Cafeteria Mgr: Candy Slade Telephone: (757) 564-4054
<u>J. Blaine Blayton Elementary School</u> 800 Jolly Pond Rd. Williamsburg, VA 23188	Cafeteria Mgr: Lillian Monroe Telephone: (757)565-9338
<u>Berkeley Middle School</u> - 1118 Ironbound Road Williamsburg, VA 23185	Cafeteria Mgr.: Tawanda Hammond Telephone: (757) 253-7924
<u>James Blair Middle School</u> - 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

Child Nutrition Services Supervisor: Jane C. Haley
Sr. Acct Administrative Assistant: Ada S. Fauber
CNS. Accounting Associate: Jeanette Lockhart
Telephone: (757)565-1616
or (757)565-3838
Fax: (757)565-1462

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
Invitation for Bid
PLASTIC & PAPER PRODUCTS
IFB #11-0042

SPECIFICATIONS

PRODUCT SPECIFICATIONS

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS
 Williamsburg, Virginia

Vendor Name: _____

Food Service Bid List - Paper

Bid Period: August 1, 2011 - June 30, 2012

<u>ITEM #</u>	<u>QUANTITY</u>	<u>SPECIFICATIONS</u>	<u>UNIT SIZE</u>	<u>BRAND NAME</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Paper and Plastics						
1.	<u>100</u>	Aluminum Foil, Heavy Duty, 18" x 500'	<u>1 Roll</u>	_____	_____	_____
2.	<u>50</u>	Bag, Paper, 8#	<u>500/pack</u>	_____	_____	_____
3.	<u>50</u>	Bag, School Bus, 8#	<u>500/pack</u>	_____	_____	_____
4.	<u>50</u>	Bowl, Soup, Foam, 12 oz.	<u>1000/case</u>	_____	_____	_____
5.	<u>25</u>	Bowl, Squat, Foam, 4-6 oz.	<u>1000/case</u>	_____	_____	_____
6.	<u>20</u>	Bun Pan Bag Cover, Clear Plastic, (27" x 37") Fits Full Size Sheet Pans, Strong, High Moisture Vapor Barrier to Prolong Shelf Life in Freezer, Cooler or Warmer. Amcel A35 or Equal	<u>200/case</u>	_____	_____	_____
7.	<u>100</u>	Compartment Tray, Foam, Must have 5 or 6 Compartments, Approx 9" x 12" Indicate size: _____ GenPak 10600 or Equal	<u>500/case</u>	_____	_____	_____
8.	<u>100</u>	Container, One Compartment, Clear Plastic W/Hinged Lid, 6 x 6" x 3" Dart C57HT1 or Equal	<u>4/125/cs</u>	_____	_____	_____
9.	<u>100</u>	Container, One Compartment, Clear Plastic W/Hinged Lid, 8" x 9" x 3" Dart C90HT1 or Equal	<u>200/case</u>	_____	_____	_____
10.	<u>200</u>	Container, Three Compartments, Clear Plastic W/Hinged Lid, 8" x 9" x 3" Dart C90HT3	<u>200/case</u>	_____	_____	_____

Food Service Bid List - PaperBid Period: August 1, 2011 – June 30, 2012

<u>ITEM #</u>	<u>QUANTITY</u>	<u>SPECIFICATIONS</u>	<u>UNIT SIZE</u>	<u>BRAND NAME</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
11.	<u>30</u>	Container, Three Compartment, Foam W/Hinged Lid, 8" x 8" x 3" Specify Case Count	<u>200/case</u>	_____	_____	_____
12.	<u>75</u>	Cup, Plastic, 7 oz. Specify Case Count	_____	_____	_____	_____
13.	<u>75</u>	Cup, Plastic, 16 oz.	<u>1000/case</u>	_____	_____	_____
14.	<u>30</u>	Cup, Hot, Foam, 8 oz. Dart 8J8 or Equal	<u>1000/case</u>	_____	_____	_____
15.	<u>25</u>	Cup, Squat, Foam, 12 oz. Dart 468-12SJ20 or Equal	<u>500/case</u>	_____	_____	_____
16.	<u>25</u>	Cup, Souffle, Plastic, 2 oz. Solo B200 or Equal	<u>2500/case</u>	_____	_____	_____
17.	<u>75</u>	Cup, Souffle, Plastic 4 oz. Solo P400 or Equal	<u>2500/case</u>	_____	_____	_____
18.	<u>30</u>	Cup, Souffle, Plastic 5.5 oz. Specify Case Count	<u>2500/case</u>	_____	_____	_____
19.	<u>30</u>	Deli Sheets, Waxed Paper, Inter Folded, Approx 10 3/4" x 15", Specify Size: _____ Norpack FLOW 15 or Equal	<u>500/Box</u>	_____	_____	_____
20.	<u>50</u>	Film Food Wrap, 12" x 2000', Borden or Equal	<u>1 Roll</u>	_____	_____	_____
21.	<u>50</u>	Film Food Wrap 18" x 2000', Borden or Equal	<u>1 Roll</u>	_____	_____	_____
22.	<u>60</u>	Foil Wrap, Cushioned, Blue, 13" x 10 1/2" PCA W63, Reynolds Rey7513 or Equal, Specify Size _____	<u>2000/pack</u>	_____	_____	_____
23.	<u>60</u>	Foil Wrap, Cushioned, Red, 13" x 10 1/2"	<u>2000/Pack</u>	_____	_____	_____

Food Service Bid List - Paper

Bid Period: August 1, 2011 – June 30, 2012

<u>ITEM #</u>	<u>QUANTITY</u>	<u>SPECIFICATIONS</u>	<u>UNIT SIZE</u>	<u>BRAND NAME</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
		PCA W62, Reynolds Rey7512 or Equal, Specify Size: _____				
24.	<u>60</u>	Foil Wrap, Cushioned, Gold, 13" x 10 1/2" PCA W64, Reynolds Rey7511 or Equal, Specify Size: _____	<u>2000/Pack</u>	_____	_____	_____
25.	<u>60</u>	Foil Wrap, Cushioned, Chicken, 13" x 10 1/2" PCA W62, Reynolds Rey7512 or Equal, Specify Size: _____	<u>2000/Pack</u>	_____	_____	_____
26.	<u>60</u>	Foil Wrap, Cushioned, Cheeseburger, 13" x 10 1/2" PCA W64, Reynolds Rey7511 or Equal, Specify Size: _____	<u>2000/Pack</u>	_____	_____	_____
27.	<u>250</u>	Fork, Plastic, Disposable, Medium Weight Amcel AMFPRO or Equal	<u>1M/case</u>	_____	_____	_____
28.	<u>10</u>	Freezer Bag, Clear, Plastic, 12" x 18" Amcel CF8418 or Equal	<u>1M/Case</u>	_____	_____	_____
29.	<u>50</u>	Knife, Plastic, Disposable, Medium weight Amcel AMKPRO or Equal	<u>1M/case</u>	_____	_____	_____
30.	<u>25</u>	Lid for Souffle Cup, 2 oz., Plastic Solo PL2 or Equal	<u>2500/case</u>	_____	_____	_____
31.	<u>75</u>	Lid for Souffle Cup, 4-5.5 oz., Plastic Solo PL4 or Equal	<u>2500/case</u>	_____	_____	_____
32.	<u>300</u>	Napkin, Dispenser, Xpress	<u>6,000/case</u>	_____	_____	_____
33.	<u>15</u>	Napkins, 2 ply, Cocktail, 10" x 10", AD-A1360 or Equal	<u>4,000 case</u>	_____	_____	_____

Food Service Bid List - PaperBid Period: August 1, 2011 – June 30, 2012

<u>ITEM #</u>	<u>QUANTITY</u>	<u>SPECIFICATIONS</u>	<u>UNIT SIZE</u>	<u>BRAND NAME</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
34.	<u>25</u>	Pan Liner, Baking, Disposable, 18" x 24" Tinicum R49 or Equal	<u>1M/case</u>	_____	_____	_____
35.	<u>25</u>	Pan Liner, To fit a half size sheet pan, Baking, Disposable	<u>1M/case</u>	_____	_____	_____
36.	<u>10</u>	Plate, Laminated, Paper, 6 inch Sol 6BPMR or Equal	<u>1M/Case</u>	_____	_____	_____
37.	<u>10</u>	Plate, White, Paper, 6 inch Fonda 40100 or Equal	<u>1M/case</u>	_____	_____	_____
38.	<u>10</u>	Plate, White, Foam, 6 inch	<u>1M/case</u>	_____	_____	_____
39.	<u>10</u>	Plate, Foam, 10.25", 1 Compartment	<u>500/case</u>	_____	_____	_____
40.	<u>10</u>	Plate, Foam, 10.25", 3 Compartment	<u>500/case</u>	_____	_____	_____
41.	<u>500</u>	Platter, 7" x 9", Foam, Elite 760-LAM79, GenPak Lam/79 or Equal	<u>500/case</u>	_____	_____	_____
42.	<u>20</u>	Sandwich Bag, Plastic, 6" x 7"	<u>2M/case</u>	_____	_____	_____
43.	<u>20</u>	Cookie Bag, Plastic, 6" x 7"	<u>2M/case</u>	_____	_____	_____
44.	<u>50</u>	Spoon, Soup, Plastic, Disposable, Medium Weight, Amcel AMSSPRO or Equal	<u>1M/Case</u>	_____	_____	_____
45.	<u>75</u>	Spoon, Regular, Plastic, Disposable, Medium Weight, Amcel AMSPRO or Equal	<u>1M/case</u>	_____	_____	_____
46.	<u>100</u>	Spork Kit, Spork, Medium Weight, Milk Straw, 1 Ply Napkin, Spork to be at least 2.5 Grams Average, Dispoz-O PSKF1000 or Equal	<u>1000/case</u>	_____	_____	_____

Food Service Bid List - PaperBid Period: August 1, 2011 – June 30, 2012

<u>ITEM #</u>	<u>QUANTITY</u>	<u>SPECIFICATIONS</u>	<u>UNIT SIZE</u>	<u>BRAND NAME</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
47.	<u>50</u>	Fork Kit, Medium Weight, 1 Ply Napkin, Fork to be at least 2.5 Grams Average, 2EKD8NW5	<u>500/case</u>	_____	_____	_____
48.	<u>100</u>	Spoon Kit, Medium Weight, Milk Straw, 1 Ply Napkin, Spoon to be at least 2.5 Grams Average, Dispoz-O PSKF1000 or Equal	<u>1000/case</u>	_____	_____	_____
49.	<u>100</u>	Spoon Kit, Medium Weight, 1 Ply Napkin, Spoon to be at least 2.5 Grams Average, Dispoz-O PSKF1000 or Equal	<u>1000/case</u>	_____	_____	_____
50.	<u>100</u>	Fork Kit, Medium Weight, Milk Straw, 1 Ply Napkin, Fork to be at least 2.5 Grams Average, Dispoz-O PSKF1000 or Equal	<u>1000/case</u>	_____	_____	_____
51.	<u>5</u>	Stirrer, Coffee, Paper or Plastic 7", Johnston 7010F or Equal Specify Case Count _____	<u>10,000/case</u>	_____	_____	_____
52.	<u>25</u>	Straw, Milk, 5 3/4", Wrapped, Plastic, C Shield 11610 or Equal	<u>24/500/Case</u>	_____	_____	_____
53.	<u>50</u>	Tray, Food, Paper, Exterior 1/4 Pound Capacity, #25, Fonda 35025 or Equal Specify Case Count	<u>1M/Case</u>	_____	_____	_____
54.	<u>35</u>	Tray, French Fry, Paper, Exterior 1/2 Pound Capacity, #50, Fonda 35050 or Equal	<u>1M/case</u>	_____	_____	_____
55.	<u>15</u>	Tray, French Fry, Paper, Exterior 1 pound Capacity, #100, Fonda 35100 or Equal	<u>1M/case</u>	_____	_____	_____
56.	<u>20</u>	Apron, White, Plastic, Disposable, Bib Style,	<u>100/Box</u>	_____	_____	_____

Food Service Bid List - Paper

Bid Period: August 1, 2011 – June 30, 2012

<u>ITEM #</u>	<u>QUANTITY</u>	<u>SPECIFICATIONS</u>	<u>UNIT SIZE</u>	<u>BRAND NAME</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
		One Piece, Approx 28" W x 46" L Royal DA2486 or Equal				
57.	<u>45</u>	Gloves, Disposable, Poly, Wrist Length, Large, A399 or Equal	<u>1000/box</u>	_____	_____	_____
58.	<u>45</u>	Gloves, Disposable, Poly, Wrist Length, Medium	<u>1000/box</u>	_____	_____	_____
59.	<u>15</u>	Gloves, Vinyl, Lightly Powdered, Medium	<u>1000/case</u>	_____	_____	_____
60.	<u>15</u>	Gloves, Vinyl, Lightly Powdered, Large	<u>1000/case</u>	_____	_____	_____
61.	<u>15</u>	Gloves, Vinyl, Lightly Powdered, Extra Large	<u>1000/case</u>	_____	_____	_____
62.	<u>15</u>	Hair Nets, Individual 1 size fits all Royal RPH144LT or Equal	<u>144/Pack</u>	_____	_____	_____
63.	<u>45</u>	Liners, Trash Can, Plastic, Heavy Weight, 55 Gallon, Amcel LW60H or Equal	<u>100/Case</u>	_____	_____	_____
64.	<u>25</u>	Mop Handle, Wood, ODell C9 or Equal	<u>Each</u>	_____	_____	_____
65.	<u>60</u>	Mop Head, 20% Cotton, 24 oz Specify Size: _____	<u>Each</u>	_____	_____	_____
66.	<u>75</u>	Sponge 4' x 6", OCedar 90346 or Equal	<u>24 Pack</u>	_____	_____	_____
67.	<u>20</u>	Sponge, Stainless Steel, Ball Shape, Medium Coarseness, S730 or Equal	<u>Dozen</u>	_____	_____	_____

Vendor Name: _____

Food Service Bid List - Paper

Bid Period: August 1, 2007 - June 30, 2008

<u>ITEM #</u>	<u>QUANTITY</u>	<u>SPECIFICATIONS</u>	<u>UNIT SIZE</u>	<u>BRAND NAME</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
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The undersigned hereby certifies that he/she has carefully reviewed **ALL** Conditions of Bid and Specifications attached and included herewith, and hereby submits this proposal in accordance with such instructions and specifications.

COMPANY NAME AND ADDRESS: _____

BILLING ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNATURE & TITLE OF PERSON PREPARING BID:

Print Name

Signature

Title

DATE: _____

TOTAL PAGES IN "PAPER" DOCUMENT: 7

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS

Invitation for Bid
PLASTIC & PAPER PRODUCTS
IFB #11-0042

CERTIFICATION
Appropriate Form Must be Signed and Returned With Bid

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
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 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 Non-procurement 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, 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 ON REVERSE)

- (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 Non-procurement 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.

WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS

INVITATION TO BID
BID #11-0042
Plastic/Paper Products
BID FORM

FIRM Name _____

ADDRESS _____

_____ CITY, STATE, ZIP

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

TELEPHONE (INCLUDE AREA CODE) _____

FAX NUMBER (INCLUDING AREA CODE) _____

LICENSE #: _____

FIN/SSN: _____

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT HE/SHE HAS CAREFULLY EXAMINED ALL CONDITIONS AND SPECIFICATIONS OF THIS INVITATION TO BID AND HEREBY SUBMITS THIS BID PURSUANT TO SUCH INSTRUCTIONS AND SPECIFICATIONS.

TYPE OR PRINT NAME AND TITLE OF PERSON SUBMITTING THIS BID:

SIGNATURE OF PERSON SUBMITTING THIS BID:

DATE _____

BID NUMBER, OPENING DATE AND BIDDER'S NAME MUST BE SHOWN CLEARLY ON FACE OF SEALED ENVELOPE. PLEASE USE ENCLOSED YELLOW ENVELOPE. FAILURE TO PROPERLY IDENTIFY BID MAY RESULT IN DISQUALIFICATION OF THIS INVITATION TO BID.