



INVITATION FOR BIDS

PIZZA FOR SCHOOL CAFETERIA

IFB No: 19-020-CJ
April 24, 2019

County of Gloucester
Central Purchasing Office
6467 Main Street - 1st Floor
Gloucester, VA 23061
Phone: (804) 693-6235 Fax: (804) 693-0061

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of Central Purchasing, 1st Floor, 6467 Main Street, Gloucester, Virginia, 23061, through the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. GLOUCESTER COUNTY, VIRGINIA.

Scope of Work: To establish a multi-year term contract with a supplier, to prepare and deliver Pizza for Gloucester County Public Schools (GCPS).

Bid Due: May 7, 2019 at 2:00 P.M.

Contract Officer: _____
Christine Joyce, VCA, Buyer, (804) 693-1208, email: cjoyce@gloucesterva.info

ONE ORIGINAL AND ONE COPY OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____ E-mail: _____

Federal Tax ID #: _____ Business License No.: _____ Jurisdiction: _____

Virginia State Corporation Commission Identification Number: _____ (Required for Award)

Print Name: _____ Title: _____

Signature: _____ Date: _____

NOTICES

Copies of the Bid Documents may be obtained at the Central Purchasing Office located in County Office Building No. 1, 6467 Main Street, Gloucester, VA at no charge. You may also download this bid at <http://gloucesterva.info/CentralPurchasing> on the Central Purchasing website. This commodity is being competitively offered because the previous term contract has expired. The previous contractor for the items was Riverside Paper Supply of Newport News, VA.

Inquiries regarding this solicitation should be directed by email to Christine Joyce, Buyer, at cjoyce@gloucesterva.info

SPECIFICATIONS

Pizza must meet the National School Lunch Program nutrition guidelines below:

Crust (best tasting) no longer necessary needing to be wheat

1 slice must have at least the equivalent of 2 grain servings or 2 oz equivalent

1 slice must have the equivalent of 2 meat/meat alternate servings

% of Calories from saturated must be less than 10%

Reduced sodium (less than 540 mg per slice)

Hand tossed style or Pan

14" pizzas (8 slices)

Orders: Unless otherwise instructed by the Gloucester County Purchasing Agent, all departments, agencies, and other public bodies may order items listed in this contract. All products will be ordered weekly through a prearranged meeting with the Supplier and the Coordinator of Central Food Service. The Director of Central Foods Services or his designee will order all products on an as per need basis. The current need is an average 90 cheese and 100 pepperoni pizzas on one day per week (Thursdays). In addition, an average 4 pizzas on Tuesday and Thursday evening delivery may be needed. No volume is guaranteed. **ABSOLUTELY NO SUBSTITUTIONS SHALL BE MADE ON ANY PRODUCT BEING ORDERED UNLESS THE CENTRAL FOOD SERVICE OFFICE IS NOTIFIED AND IS IN AGREEMENT WITH THE SUBSTITUTION.** The Gloucester County School Board agrees to pay prices quoted only for products included in the bid. If the cafeteria manager requests the supplier to furnish items not included on the bid, the Supplier must first obtain permission from the Director of Central Food Service before the item is delivered to the schools. Otherwise, Central Food Service will not take financial responsibility for such items. The Gloucester County School Board reserves the right to reject and return any unauthorized substituted product at the Supplier's cost. The School Board also reserves the right to purchase on the open market any product the Supplier cannot supply for any reason, and to charge any excess in contract price to the supplier.

Quality Control: Supplier shall submit the nutritional contents for each pizza delivered. At the option of the Gloucester County School Board, random check samples may be taken from deliveries and subjected to laboratory tests. In the event the sample(s) fail(s) to meet the contract specifications, the material will be rejected, and the Supplier shall immediately replace that portion of the delivered commodity with new commodities conforming to the contract specifications at no additional cost to the School Board. In the event the commodity has been consumed, the Supplier shall replace the portion at a rate of 25% of the consumed quantity.

Deliveries:

Current need is for three (3) deliveries during the lunch hour to Gloucester High School on Thursdays as follows:

1st @ about 10:30 am for about 85 pizzas, 2nd @ about 11:00/11:15 am for about 60 pizzas, 3rd @ about 11:45/12:00 for about 45 pizzas.

All deliveries are to be checked and signed for by the cafeteria manager. The Supplier is required to leave copies of the delivery invoice and nutritional contents with the cafeteria manager whenever a delivery is made. The County/School Board will make payments in accordance with the Virginia Prompt Payment Act, Article 4, §2.2-4352. Gloucester County/School Board reserves the right to purchase on the open market, and to charge any excess in contract price to the Supplier in the event that the above delivery

service requirements is not met. The School Board also reserves the right to reject any Supplier's bid that may contain any minimum delivery, delivery charge or surcharges of any type.

METHOD OF PAYMENT

The Contractor will be paid on the basis of accurate invoices submitted to the Gloucester County Finance Department after delivery and acceptance by the designated school and/or County representative. To expedite disbursements to the Contractor, **all payments will be made through a purchase charge card** established by the County unless the County elects to pay the Contractor in a different manner. The submission of a bid indicates the Contractors acceptance of this payment method.

DELIVERY LOCATION ADDRESSES

Abingdon Elementary School 7087 Powhatan Drive, Hayes, VA 23072
 Achilles Elementary School 9306 Guinea Road, Hayes, VA 23072
 Bethel Elementary School 2991 Hickory Fork Road, Gloucester, VA 23061
 Botetourt Elementary School 6361 Main Street, Gloucester, VA 23061
 Petsworth Elementary School 10658 George Wash. Hwy., Gloucester, VA 23061
 T. C. Walker Education Center 6099 T. C. Walker Road, Gloucester, VA 23061
 Page Middle School 5198 T. C. Walker Road, Gloucester, VA 23061
 Peasley Middle School 2885 Hickory Fork Road, Gloucester, VA 23061
 Gloucester High School 6680 Short Lane, Gloucester, VA 23061

Central Food Service Contact:

Steve Patton, Director of Central Food Service (804) 693-3585

Food Service Managers:

School	Cafeteria Manager	Phone
Abingdon Elementary School	Cathy Stoffel	(804) 642-9586
Achilles Elementary School	Melissa Torres	(804) 642-3801
Bethel Elementary School	Violet Smith	(804) 693-0492
Botetourt Elementary School	Unchu Edgerly	(804) 693-1194
Gloucester High School	Teresa Emerson	(804) 693-0565
T.C. Walker Educational Center	Sharon Smith	(804) 693-4354
Page Middle School	Fran White	(804) 693-2540
Peasley Middle School	Janet Whitam	(804) 693-1359
Petsworth Elementary School	Patricia Alexander	(804) 693-2017

BID RESULTS

Bid results in the form of a tabulation sheet may be made available approximately two business days after the bid opening, by visiting our web site: <http://gloucesterva.info/CentralPurchasing>.

AWARD

Award will be made to the lowest responsible and responsive bidder in accordance with § 22-30 of the *Code of Gloucester County, Virginia*. The County reserves the right to award by item, groups of items or total bid; to reject any and all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Purchasing Agent to be in the best interest of the County.

PRICE SCHEDULE

Price each per cheese pizza \$ _____

Price each per pepperoni pizza \$ _____

GENERAL TERMS AND CONDITIONS

1. **Governing Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and ordinances of the County of Gloucester, Virginia. Any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, *Code of Virginia*).
2. **Anti-Discrimination:** By submitting their bids, bidders certify they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (§ 2.2-4343.1E, *Code of Virginia*). In every contract over \$10,000 the provisions in "a" and "b" below apply:
 - a. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - b. 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 sub contractor or vendor.
3. **Ethics in Public Contracting:** By submitting their bids, 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 sub-contractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
4. **Immigration Reform And Control Act Of 1986:** By submitting their bids, bidders certify that they do not and shall not during the performance of this contract, knowingly employ any unauthorized alien as defined in the *Federal Immigration Reform and Control Act of 1986, as amended* (§ 2.2-4311.1 *Code of Virginia*).
5. **Debarment Status:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia or any government entity from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
6. **Antitrust:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the County of Gloucester all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Gloucester under said contract.
7. **Mandatory Use of County Forms and Terms and Conditions:** Failure to submit a bid on the County document may be a cause for rejection. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, the Purchasing Agent reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject the submittal or find it as nonresponsive. As a precondition of acceptance, the Purchasing Agent may, in his sole discretion, request the bidder withdraw or modify nonresponsive portions of their submittal that do not affect quality, quantity, price, or delivery.
8. **Clarification of Terms/Addenda:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer and posted on the public posting board in Central Purchasing. Addendums may also be on the Central Purchasing website at <http://gloucesterva.info/CentralPurchasing> It is the bidder's sole responsibility to ensure they have obtained any and all addenda prior to submittal of their bid.
9. **Payment:** A. Payment terms shall be Net 45 days unless otherwise stated by the bidder on this solicitation. Alternative terms may be offered by the bidder for prompt payment of bills. B. Payment terms may be considered in determining the low bid. C. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest. D. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction. E. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act, (1% per month) (§ 2.2-4352, *Code of Virginia*).

10. Drug Free Workplace: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
11. Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 *Code of Virginia*.
12. Precedence of Terms: The General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply.
13. Use of Brand Names: Unless qualified by the provision "NO SUBSTITUTE, the name of a certain brand, make or manufacturer does not restrict bidders 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 is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County 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. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates that the item offered is an equal item, such bid will be considered to offer the desired brand name product.
14. Identification of Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified with the Bidder's Name, Solicitation Number and Due Date and Time. Prices or changes shown on the outside of an envelope is not acceptable and will not be considered.
15. Late Bids: To be considered for selection, bids must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used for the receipt of bids is that time on the automated stamp machine in the Central Purchasing Office. Bids received in Central Purchasing after the date and hour designated are non-responsive and will not be considered. The County/School Board is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or any inter-departmental mail distribution. It is the sole responsibility of the bidder to ensure that its bid reaches Central Purchasing by the designated date and hour. If the County is closed for business at the time scheduled for a sealed bid opening, the bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.
16. Qualification of Bidders: The Purchasing Agent may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Purchasing Agent all such information and data for this purpose as may be requested. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. The County reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Purchasing Agent further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Purchasing Agent that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
17. Additional Information: The County reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Purchasing Agent deems desirable. By submitting their bids, bidders certify they understand these prohibitions, and if awarded a contract as a result of this solicitation, they will comply. They also understand that a violation of these prohibitions are breach of contract and can result in default action being taken by the County.
18. Withdrawal of Bid Due to Error: Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) are requested and may be approved by the Purchasing Agent. (§ 22-27, *Code of the County of Gloucester, Virginia*)
19. Negotiation with the Lowest Bidder: Unless all bids are cancelled or rejected, the County reserves the right granted by § 23-32, *Code of the County of Gloucester, Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the department whenever such low bid exceeds the using department's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the Board for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The Purchasing Agent shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that negotiations are desired for a lower contract price.
20. Delivery, Transportation and Packaging: Except when otherwise specified herein, all items shall be **F.O.B. Destination** to any point within the County of Gloucester, Virginia as directed by the ordering department. By submitting their bids, all bidders certify and warrant that the price offered for F.O.B. 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 should be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

21. **Evaluation and Award:** Awards are determined from bids received from the lowest responsive and responsible bidder, unless "Best Value" is stated in the solicitation. Evaluation will be based on net prices. Unit prices, extension and grand totals must be shown. However, the Purchasing Agent reserves the right on multiple item procurements to make an award either in whole or in part, whichever is deemed in the best interest of Gloucester County. In case of arithmetical errors, the unit price shall 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 Purchasing Agent 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. ref. § 2.2-4319 and § 2.2-4359, *Code of Virginia*. Bidders agree that decisions of the Purchasing Agent are final, and shall hold harmless the County, its departments, directors, employees, and consultants, others involved in solicitation and selection, and the successful provider. The submission of a bid indicates acceptance of this condition.
22. **Award Notices:** Awards or Decision's to Award shall be posted on the public posting board in Central Purchasing, ref. § 22-60, *Code of the County of Gloucester, Virginia*. It may also be posted at: <http://gloucesterva.info/CentralPurchasing>.
23. **Protest of Award or Decision to Award:** Any bidder who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten (10) days by instituting legal action as provided in § 22-60, *Code of the County of Gloucester, Virginia*.
24. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
25. **Modification of Contract:** Per § 22-14, *Code of the County of Gloucester, Virginia*, no contract or purchase order may be modified or changed by amendment, change order, or any other agreement without the prior approval of the Purchasing Agent or designee unless (i) such modification, in the aggregate, do not increase the amount of the contract by more than twenty-five (25) percent of the original amount of the contract or fifty thousand dollars (\$50,000), whichever is greater, (ii) such changes are the result of unforeseen circumstances or changed conditions encountered during the progress of the performance of the contract, and (iii) such changes are directly related to the performance of the contract. Extensions of time to perform a contract may be granted without prior approval of the Purchasing Agent or designee provided such extensions involve no increase in cost to the County. In no event, shall the aggregate of all modifications increase the cost of the Contract beyond the appropriated project amount.
26. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Purchasing Agent, 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 County may have.
27. **Taxes, Fees and Surcharges:** Sales to Gloucester County, Virginia are normally exempt from State sales tax. A State sales and use tax certificate of exemption (Form ST-12) will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. The County's Excise Tax Exemption Registration Number is **54-6001312** and the School/ **54-6001313**. Additionally, no additional fees or surcharges may be passed to the County. This includes, but is not limited to any type of fuel surcharge.
28. **Cancellation of Contract:** The Purchasing Agent 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. Contractors may request cancellation of their contract, upon 90 days written notice to the County. The Contractor shall be responsible for delivering their goods or services during this period at the contracted price.
29. **Contractual Disputes:** In accordance with § 22-63, *Code of the County of Gloucester, Virginia*, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Agent's decision to the County Administrator, whom shall render a final decision within forty-five (45) days.
30. **County Business License:** If applicable, the Contractor shall pay for and obtain a County Business License before commencing work. All subcontractors doing over \$25,000 in work shall likewise obtain a business license before commencing work. All Contractors must be licensed to do business within the Commonwealth of Virginia, as required by the *Code of Virginia* § 54.1-1100 thru 1117, 58.1-3714 thru 15, 58.1-3703.1 and *Code of the County of Gloucester, Virginia*, Chapter 5, Article V § 5.6, 5.7 thru 5.73, Chapter 10, Article I § 10-8.
31. **Ordering Option:** The County of Gloucester may, during the first 180 days after this contract is awarded, with the concurrence of the Contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract, unless approved by the Purchasing Agent.
32. **Indemnification:** Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

33. Cooperative Agreement: This solicitation is being conducted under the provisions of § 2.2-4304 of the *Code of Virginia*, "Cooperative Procurement", as stated, a public body, including any division of Gloucester County, may purchase from another public body's contract even if it did not participate in the solicitation, if solicitation specified that the procurement was being conducted on behalf of the other public bodies. If authorized by the Contractor(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contract(s) shall place its own order(s) directly with the successful Contractor(s). The Central Purchasing Department of Gloucester County, Virginia, acts 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). Bidders desiring to offer to other jurisdictions under this clause should so indicate in their response.

SPECIAL TERMS AND CONDITIONS

1. Criminal Background Check:

- (a) In order to determine whether, in the interest of public welfare and safety, an employee of a Contractor contracting with any County agency and each applicant for County volunteer service may be disqualified from such employment or service by reason of a criminal record, the County Administrator or designee (in this case the Purchasing Agent is the designee), who must be a County employee, may require the Contractor's employee or volunteer to provide personal descriptive information and to submit to a criminal background check. The Contractor contracting with any County agency shall pay the cost of the criminal records check. The volunteer will not be required to pay the cost of the criminal records check.
- (b) The County Administrator or designee, who must be a County employee, shall require that a criminal background check be conducted on an employee of a Contractor contracting with any a County agency and applicants for County volunteer service where the anticipated duties or responsibilities of the employee or volunteer will involve (i) unsupervised access to public records or to personal information as defined in § 2.2-3801 of the *Code of Virginia*; (ii) accountability for public funds in excess of \$2,500.00; (iii) unsupervised access to County supplies; (iv) entry into secured areas outside of working hours without a County employee; (v) right of entry onto private property without a County employee; or (vi) proximity to children, the elderly or disabled on a one-on-one basis with minimal supervision.
- (c) The County Administrator or designee may require a Contractor's employee or volunteer whose duties do not fall within the duties enumerated in section (b) to submit to a criminal background check in the interest of protecting the public safety where there is reasonable cause to believe the Contractor's employee or volunteer is not suitable for such employment or service or for other unique employment or volunteer service.
- (d) The criminal history record information regarding such Contractor's employee or volunteer may be obtained through the Central Criminal Records Exchange or other appropriate qualified private source and may include the following: Employment records/Employee references; criminal background records/information; criminal background check/fingerprint; driver's license check; automobile insurance check; Social Services central registry check; training/experience check; personal references and addresses.
- (e) As a condition of awarding a contract for the requested services that require the Contractor or his employees to have direct contact with students or perform any work on school property, the Contractor is required to provide certification to Gloucester County Public Schools that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child (§ 22.1-296.1, *Code of Virginia*).
- (f) The criminal history record information provided in accordance with this section shall be used solely to assess eligibility for employment as a Contractor's employee or volunteer service, and shall not be disseminated to any person not involved in the assessment process. If a Contractor's employee or volunteer is denied employment or service because of information appearing in his or her criminal record history, the County Administrator or designee shall notify the Contractor or volunteer that information from the Virginia Central Criminal Records Exchange or other appropriate qualified private source contributed to such denial.
2. Work Site Damages: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the Contractor's expense. Further, the Contractor acknowledges that it is their sole responsibility to safeguard all worksite materials from loss, theft or vandalism during the performance of the Contract.
3. Independent Contractor: The Contractor shall not be an employee of Gloucester County, but shall be an independent Contractor. Nothing in this agreement shall be construed as authority for the Contractor to make commitments, which shall bind Gloucester County or to otherwise act on behalf of Gloucester County, except as Gloucester County may expressly authorize in writing.
4. Ownership of Materials: Ownership of all data, material and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and is subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the bidder shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder must invoke the protection of this section prior to the submission of the data or other materials to be protected and state the reasons why protection is necessary (§ 2.2-4342, *Code of Virginia*).
5. Renewal of Contract: The resulting Contract(s) from this solicitation shall be for a period of one (1) year beginning from the date of award. The County reserves the sole right to renew the Contract, thereafter, for four (4) additional one (1) year periods under the terms and conditions of the original Contract except as stated in A. and B. below. Price increases may be negotiated only at the time of renewal. Notice of the County's intention to renew the Contract may be given prior to the expiration date of each period, however the Contractor's performance in any renewal or extension period without notice from the County will constitute acceptance of an additional Contract period.

- A. If the County elects to exercise the option to renew the Contract for an additional one (1) year period, the price(s) for the additional term shall not exceed the price(s) of the original Contract increased/decreased by no more than the percentage increase/decrease of the CPI-W US City Average all items (NSA) not seasonally adjusted, of the Consumer Price Index of the United States Bureau of Labor Statistics for the CPI Latest Numbers.
- B. If, during any subsequent renewal periods, the County elects to exercise the option to renew the Contract, the price(s) for the subsequent renewal period shall not exceed the price(s) of the original Contract increased/decreased by no more than the percentage increase/decrease of the CPI-W US City Average all items (NSA) not seasonally adjusted, of the Consumer Price Index of the United States Bureau of Labor Statistics for the CPI Latest Numbers.

Additional Contract Extension: If the County identifies the services provided by the Contractor to be acceptable through all renewal periods, the County reserves the sole right to re-negotiate and extend the Contract for additional one-year extensions if deemed to be in its best interest.

- 6. **Supremacy Clause:** Notwithstanding any provision in the bidder's response to the contrary, the bidder agrees that the terms and conditions contained in the County's Bid shall prevail over contrary terms and/or conditions contained in the bidder's response.

EXCEPTIONS

Bidder must sign the appropriate statement below, as applicable:

- () Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

- () Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Bidder must itemize all exceptions below, and return with this IFB):

Firm: _____

Signature: _____

Bidders should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

ADDENDA

ACKNOWLEDGED

No. _____

Initial _____