



Department of Purchasing  
100 N. Main Street, 2<sup>nd</sup> Floor  
Suffolk, VA 23434  
(757) 925-6762 Fax (757) 942-4333

August 14, 2019

To All Interested Parties:

Subject: **Invitation to Bid # 1700-B  
Frozen and Refrigerated Food, Staples and Dry Goods**

The Suffolk City School Board (School Board) is inviting bids to provide Frozen Food, Staples and Dry Goods. All documents enclosed are to be considered an integral part of this invitation to bid. Please read carefully all information contained in the bid document. Any requirement set forth in any attachment is to be adhered to fully.

All bids must be submitted in a sealed envelope marked "**BID #1700-B Frozen and Refrigerated Food, Staples and Dry Goods**" and must be received in the Purchasing Office, on or before **2:00 p.m. on Wednesday, August 28, 2019**. All bids must be sealed in an envelope or package clearly marked with the bid number, due date, time and delivered to:

Linda Bates, Purchasing Technician II  
Department of Purchasing  
Suffolk Public Schools  
100 N. Main Street, 2nd. Floor (**entrance at rear of building**)  
Suffolk, Virginia 23434

Bids shall be publicly opened and read aloud at the above stated date and time at the above listed location. Any bid received after the time designated above will be returned unopened. Any questions concerning this matter shall be submitted in writing no later than five (5) days prior to the date fixed for the opening of this bid and addressed to Linda Bates at [lindabates@spsk12.net](mailto:lindabates@spsk12.net).

Issued by:

Linda Bates, VCA  
Purchasing Technician II

Enclosures

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The cover letter (Invitation to Bid) and each section attached as listed below constitute this Invitation to Bid. All potential offerors will be required to adhere to all requirements, schedules, terms and conditions as set forth in these sections.

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**SECTION I  
GENERAL BID CONDITIONS  
FOR  
CONTRACTED SERVICES**

The conditions set forth herein apply to all materials, supplies, service and equipment provided to the Suffolk City School Board hereinafter called the School Board. All bidders are bound by these conditions. Please read these conditions carefully as they are an integral part of the agreement and contract awarded to the successful bidder.

**I. BID PROCEDURE**

1. The date and time of bid registration is given in the Invitation to Bid as is the date and time of the bid opening. Bids received after the date and time of bid registration will not be considered.
2. Bids must be submitted on the bid forms provided by the School Board. Vendors shall bid on all items.
3. All information that is requested by the Letter of Transmittal, Invitation to Bid, General Bid Conditions, Specifications and Bid Forms must be included to constitute a valid bid.
4. In submitting a bid, the bidder acknowledges that he is fully informed as to the extent and character of the required materials, supplies, services and equipment and further represents that he can furnish the materials, supplies, services and equipment in complete compliance with the specifications.
5. Any deviations from the specifications must be set forth on the bid document.
6. Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. Signature of person submitting bid must be in longhand.
7. Sales to school boards are not affected by any fair trade agreements.
8. The School Board is exempt from Federal, State and excise taxes. The price bid shall be net and not include the amount of any such tax. Tax exemption certificates, if required, will be provided by the School Board.
9. The contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by the contractor which are legally enacted at the time bids are received, whether or not yet effective.
10. Unless otherwise provided in the bid document, the name of a certain brand, make, manufacturer, or definite specification is to denote the quality or standard of the article desired, but does not restrict bidders to the specific brand, make, manufacturer, or specification named. It is to set forth and convey to potential bidders the general style, type, character, and quality of article desired. The decision of the School Board shall be final and binding on the parties as to whether an item other than that specified is in fact "equal." In bidding on items other than those specified, bidder must give the trade designation of the article, manufacturer's name and detailed specification of the item. Otherwise, the bid will be construed as submitted on the identical item as specified.
11. Bids on equipment must be standard new equipment, of latest model, and in current production, unless otherwise specified or noted on the bid form.
12. All regularly manufactured stock electrical items must meet the following minimum requirements:

- a. National Electrical Code
  - b. Standard rules of the American Institute of Electrical Engineering
  - c. National Electrical Management Association
  - d. Uniform Virginia Building Codes (OSHA)
13. When bids are requested on lump sum basis, bidder must enter the price for each item and also the lump sum.
14. All prices quoted must be "per unit" as specified.
15. Price per unit and the extensions for each item bid shall be listed on the bid form. In case of discrepancy, the lowest price will govern.
16. Prices shall be net, with transportation or delivery FOB Suffolk Public Schools as indicated herein at the expense of the successful bidder. The title shall not pass and the risk of loss shall remain on the seller until items have been delivered and accepted by the School Board.
17. Under penalty of perjury, the bidder expressly warrants that the pricing and information submitted herein is not the result of an agreement, expressed or implied, with any other bidder or bidders in an attempt to influence or restrict competition by the bidder, bidder's suppliers or employees of the company.
18. Bid must be:
  - a. Sealed and submitted in plain envelope, or in one furnished by the School Board,
    - b. Addressed to:  
Suffolk Public Schools  
Purchasing Department  
100 N. Main Street, 2nd. Floor  
Suffolk, Virginia 23434
  - c. Clearly identified on the outside of return envelope with the bid number and the due date and time, as indicated in the bid conditions.
19. No interpretation of the meaning of the bid document will be made orally to any potential bidder. Request for such interpretation should be in writing, addressed to Anthony Hinds, Purchasing Manager, 100 N. Main Street, 2nd Floor, Suffolk VA, 23434, or as directed in the Invitation to Bid, no later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all interpretations and any supplemental instructions will be sent to all bidders of record by the School Board in the form of addenda. All addenda so issued shall become a part of the bid document.
20. Withdrawal of Bids:
  - a. A bidder may withdraw his bid from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgement mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quality of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. In order to request the withdrawal of a bid, the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. A bid may be withdrawn as described herein upon the approval of the Purchasing Manager of Suffolk City Public Schools.

- b. No bid may be withdrawn under this section when the result would be awarding of the contract on another bid 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 public body 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, provided such bidder is a responsible and responsive bidder.

## **II. SAMPLES**

1. All specifications are minimum standards. Accepted bid samples do not supersede specification of quality unless bid sample is superior in which case deliveries must be the same quantity and quality as accepted bid sample.
2. The School Board reserves the right to request a sample of the items bid prior to the award or before shipments are made. If sample fails to meet specifications, the bid will be disqualified.
3. If samples are requested subsequent to bid opening, they shall be delivered upon request at the discretion of the School Board or as directed, for bid to have consideration. Samples must be furnished at no expense to the School Board and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return provided they have not been used or made useless by tests. Award samples will be held for comparison with deliveries. The School Board will not be responsible for any samples destroyed or mutilated by examination or testing. Vendor will be advised of sample pick up. Samples not removed within ten (10) days after written notice to the bidder will be regarded as abandoned and the School Board shall have the right to dispose of them as its own property, and the bidder shall not hold the School Board liable for any sample disposed of by the School Board.
4. If specifications state that an item to be bid must equal a sample on display, the sample will be made available to all bidders by School Board. Failure of bidder to examine such a sample shall not relieve him from meeting the requirements set forth by the sample.

## **III. BID AWARD**

1. The School Board will notify the successful bidder in the form of a Purchase Order or Notice of Award and will post the Bid Award on Suffolk Public Schools Bid Board located on the Second Floor in the School Administration Office at 100 N. Main Street, Suffolk, Virginia 23434.
2. The School Board reserves the right to reject any or all bids in whole or part and to waive any informalities if, in its judgment, it is in the best interest of the School Board.
3. When bids are requested on individual items and also on a total sum of sums, the School Board reserves the right to award bids on individual items OR on total sums as may be in the best interest of the School Board.
4. Awards will be made to the lowest responsive and responsible bidder, as will best promote the public interest.

5. In case of tie bid with all other factors deemed equal with two or more suppliers, preference will be given in the following order: Suffolk City firms, area firms, state firms.
6. The School Board reserves the right to make awards within ninety (90) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
7. In accordance with the Code of Virginia, Section 11-53, [in the case of insufficient funds] the School Board reserves the right to negotiate with the lowest responsible bidder.
8. In submitting a bid, the bidder obligates his company to furnish items and services at the bid price and that written notice from the School Board accepting the bid constitutes a contract between the bidder and the School Board. The School Board reserves the right to adjust original quantities. In addition the School Board reserves the right to purchase additional quantities with no increase in price
9. A notice of award or purchase order to successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of the contract.
10. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the School Board, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the School Board, the School Board may purchase from other sources to take the place of the item rejected or not delivered. The School Board reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On such purchases, the successful bidder is responsible to the School Board for any excess costs. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract amount.
11. A contract may be canceled at the successful bidder's expense upon non-performance of contract.
12. Cancellation of contract for any reason may result in removal of the successful bidder's name from bid list for future bidding.
13. When materials, equipment or supplies are rejected, the successful bidder must remove them from the premises of the School Board within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the School Board shall have the right to dispose of them as its own property, and the successful bidder shall not hold the School Board liable for any rejected goods disposed of by the School Board.
14. The successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or right, title, or interest therein, or power to execute such contract, to any other person, company, or corporation, without the previous written consent of the School Board.
15. The successful bidder shall perform its obligations under the Agreement in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements, and in compliance with any and all rules of the School Board relative to the premises. The successful bidder shall be responsible for obtaining all permits, consents, and authorizations as may be required to perform its obligations.
16. The successful bidder shall be responsible for the payment of any required taxes or fees associated with the Agreement. All work shall be in compliance with all applicable codes, ordinances and permitting requirements.
17. The successful bidder shall schedule and coordinate its services with the School Board. Services shall be performed in a professional and timely manner.

18. The successful bidder shall indemnify and hold harmless the School Board and its representatives from and against all losses and claims, demands, suits, actions, payments and judgments arising from personal injury or otherwise brought or recovered against the School Board or its representatives by reason of any act or omission of the successful bidder, its agents, servants or employees in the execution of the contracted work.

#### **IV. DELIVERY AND INSTALLATION**

1. No work shall begin until successful bidder receives a Purchase Order or Notice of Award from Suffolk City Public Schools.
2. Installations must be provided as stipulated on the Purchase Order. If for reasons beyond the control of the company installation cannot be made by the specified date, it will be the company's responsibility to notify the Purchasing Manager of reasons for delay and the new installation date. Failure of this notification may be justification for removal of vendor from the bid list. Failure to install within a reasonable time will be cause for open market purchase at the expense of the successful bidder.
3. No deliveries may be made on Saturday, Sunday, School Board holidays, or legal holidays, except when the delivery is an emergency, in which event the convenience of the School Board shall govern.
4. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and in accordance with accepted commercial practice.
5. The successful bidder shall be responsible for delivery of items in good condition to the point of destination and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving School Board representative will note for the benefit of successful bidder when packages/items are not received in good condition.
6. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the School Board. The successful bidder will be required to furnish proof of delivery in every instance.
7. Unloading, placing, assembling and testing of equipment, including furniture is the responsibility of the successful bidder unless otherwise stated in the specifications, and the School Board accepts no responsibility for unloading and placing of equipment. The successful bidder must provide all equipment necessary for the installation of all equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to bidder. No help for unloading will be provided by the School Board, and suppliers should notify their carriers accordingly.
8. The successful bidder shall remove all debris and rubbish resulting from work unless otherwise stated in the specifications. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, the areas broom cleaned.
9. Equipment and supplies shall be stored at the site only on the approval of the School Board and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss. The successful bidder agrees to assume full and complete responsibility for injuries occurring to employees of Suffolk Public Schools or their parties resulting from equipment and/or supplies stored at the site.
10. Work shall progress in such manner as to cause the least inconvenience to the School Board and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and perform work promptly.

11. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required unless otherwise stated in the specifications.
12. Equipment for trade-in shall be dismantled by the successful bidder and removed at no expense to School Board. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply, "as is". Equipment is available for inspection at the delivery point listed for new equipment, unless otherwise specified.

#### **V. GUARANTEE-WARRANTY**

1. The successful bidder guarantees:
  - a. Against defective or faulty material or workmanship for least one (1) year from final payment by the School Board or for a longer period if allowed by law or as so specified. If during this period such faults develop, the successful bidder agrees to replace the unit or part affected without cost to the School Board.
  - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which bidder's workmen are responsible, the building or equipment, to own work, or to the work of other successful bidders.
  - c. That all deliveries will be equal to the accepted bid sample.
  - d. That the parts used in installation and maintenance are standard, new latest model or regular stock product or as required by the specifications with parts regularly used for the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
  - e. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement or longer if so specified). The successful bidder shall make any such replacement immediately upon receiving written notice from the School Board.

#### **VI. INSURANCE BOND**

1. The successful bidder shall not be held responsible for losses resulting from war, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence is unable to prevent.
2. The bidder shall maintain liability insurance coverage acceptable to the School Board for all persons involved in delivery, installation or employed or acting in any other capacity on behalf of the vendor or the manufacturer of items purchased.
3. The successful bidder will be required to carry adequate insurance to protect the School Board from loss in case of accident, fire, theft, etc.

#### **VII. PAYMENTS**

1. Payment shall not preclude the School Board from making a claim for adjustment on any item later found not to



have been in accordance with General Conditions and Specifications.

2. Partial payments on a total order will be made only by a special arrangement with the School Board.

### **VIII. DRUG FREE WORK PLACE**

1. During the performance of this contract, the contractor agrees to:
  - a. Provide a drug-free work place for the contractor's employees,
  - b. 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 work place and specifying the actions that will be taken against employees for violations of such prohibition,
  - c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free work place,
  - d. 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.

### **IX. NONDISCRIMINATION**

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, 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.
  - 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 the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
3. Suffolk Public Schools does not discriminate against faith based organizations.

### **X. CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION**

Upon award, the contractor and any employee who will have direct contact with students shall provide certification that (1) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (11) whether he has been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **(See Exhibit 1)**

### **XI. SCC IDENTIFICATION NUMBER**

In accordance with new registration requirements effective July 1, 2010 vendors shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in Section 13.1 or Title 50 of the Code of Virginia. Provide your SCC Identification Number below or justification for non-registration. The SCC may be reached at (804) 371-9733 or at [www.scc.virginia.gov/default.aspx](http://www.scc.virginia.gov/default.aspx). Failure to include this information with your submittal may result in rejection of your proposal.

### **XII. COOPERATIVE PROCUREMENT**

This solicitation is established as a potential cooperative procurement for any government agency that may choose to participate. Any interested entity may enter into a contract directly with the successful offeror or offerors with all the terms and conditions as set forth in this Competitive Bid process as indicated in § 2.2-4304 Joint and Cooperative Procurement of the Virginia Public Procurement Act.

## SECTION II

### SCOPE OF WORK

The successful bidder shall provide frozen and refrigerated food, staples and dry goods to each school facility as listed below:

#### School Locations

Booker T. Washington Elementary School, 204 Walnut Street, Suffolk, Virginia

Creekside Elementary School, 1000 Bennett's Creek Park Road, Suffolk, Virginia

Elephant's Fork Elementary School, 2316 William Reid Drive, Suffolk, Virginia

Florence Bowser Elementary School, 4540 Nansemond Parkway, Suffolk, Virginia

Hillpoint Elementary School, 1101 Hillpoint Road, Suffolk, Virginia

Kilby Shores Elementary School, 111 Kilby Shores Drive, Suffolk Virginia

Mack Benn, Jr. Elementary School, 1253 Nansemond Parkway, Suffolk, Virginia

Nansemond Parkway Elementary School, 3012 Nansemond Parkway, Suffolk, Virginia

Northern Shores Elementary School, 6701 Respass Beach Road, Suffolk, Virginia

Oakland Elementary School, 5505 Godwin Boulevard, Suffolk, Virginia

Pioneer Elementary School, 150 Pioneer Road, Suffolk, Virginia

Col. Fred Cherry Middle School, 7401 Burbage Drive, Suffolk, Virginia

Forest Glen Middle School, 200 Forest Glen Drive, Suffolk, Virginia

John F. Kennedy Middle School, 2325 E. Washington Street, Suffolk, Virginia

John Yeates Middle School, 4901 Bennett's Pasture Road, Suffolk, Virginia

King's Fork Middle School, 350 King's Fork Road, Suffolk, Virginia

King's Fork High School, 351 King's Fork Road, Suffolk, Virginia

Lakeland High School, 214 Kenyon Road, Suffolk, Virginia

Nansemond River High School, 3301 Nansemond Parkway, Suffolk, Virginia

## SECTION III

### ADDITIONAL REQUIREMENTS

#### **Delivery**

Delivery of all items shall be at the expense of the successful bidder and shall be delivered and set up at each school facility as indicated herein for a term contract period effective on the date of award through August 12, 2020. Exact delivery date to each school shall be determined following award of bid. Deliveries will be made once a week on a designated day between the hours of 7:00 a.m. and 2:00 p.m. The Food & Nutrition Services Supervisor shall approve any other delivery time. The orders for the exact quantities for each delivery will be faxed to the successful bidder or otherwise provided to the successful bidder, by a School representative. The School Board reserves the right to add or delete a facility as required.

#### **Product out of Stock**

Out of stock products must not exceed 2% of total goods delivered in a month. Food & Nutrition Services **will not** except substitute products without prior approval from the Food & Nutrition Services Supervisor.

#### **Unauthorized or Damaged Goods**

**The successful bidder shall deliver authorized and undamaged goods.** Any damaged or unauthorized product delivered by the successful bidder shall be replaced the **next working day**, at the bidder's expense, unless otherwise instructed by the Food & Nutrition Services Supervisor.

#### **Rejected Product**

Any product rejected by the Food & Nutrition Services manager must be removed from the school location by the successful bidder within (10) ten days from notification to the successful bidder. Any product left after the ten days will be considered abandoned by the vendor and may be disposed of as School Board property.

#### **Term of Agreement**

Notification to the successful bidder shall be made in writing immediately following award. Term of the contract shall begin on the date of award and continue through August 12, 2020 and will be automatically be extended for four additional one-year periods unless canceled by either party 30 days prior to July 30th, of each year. The School Board may approve price increase for each subsequent year based on the Consumer Price Index, All Urban Consumers South. Justification for such price increase should be submitted to the Purchasing Agent 60 days prior to July 30th of each year.

#### **Billing**

All invoices shall be provided in triplicate. Two (2) copies will be left with the respective school cafeteria manager upon delivery. One invoice and the statement from each school shall be billed directly to Suffolk Public Schools, Food & Nutrition Services, 119 Forest Glen Drive, Suffolk, Virginia, 23434.

#### **Buy American Requirement**

"The District/State Agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one

that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).”

All food products are to be certified by the seller to be produced or manufactured in the United States and that any exceptions to this must be stated in the proposal submitted. A contract will be awarded only on those items certified to be produced or manufactured in the United States unless one of the following three exceptions apply:

1. For unusual or ethnic food preferences which cannot be produced or manufactured in the United States.
2. The product is not produced or manufactured in the United States in sufficient quantities to be reasonably available.
3. The cost of the United States food products is significantly higher than foreign products.

Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of \_\_\_ day(s) in advance of delivery.

The request must include the:

1. Alternative substitute(s) that are domestic and meet the required specifications:
  - (a) Price of the domestic food alternative substitute(s); and
  - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception: limited/lack of availability or price (include price):
  - (a) Price of the domestic food product; and
  - (b) Price of the non-domestic product that meets the required specification of the domestic product.

### **Small, Women and Minority (SWAM)**

Suffolk Public Schools will assure that all small, women and minority vendors are solicited when they are potential sources of the goods and/or services sought by the school division. Suffolk Public Schools will document, in writing, the efforts made to include SWAM certified vendors in both formal and informal solicitations and when quotes are obtained for the purchase of goods and/or services.

### **US Department of Agriculture Certification**

Each bidder shall complete and submit with the Bid Form both US Department of Agriculture certifications found on the next two pages of this document.

**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, 7CFR 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 with which this transaction originated.

1. The prospective lower tier participant certified, 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

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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, 7CFR 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.

1. The prospective primary participant certifies to the best of its knowledge and belief, that is and its principals:
  - a. are not 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 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 of 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 charge 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 transaction (Federal, State or local) terminated for 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 to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUFFOLK PUBLIC SCHOOLS  
SPECIFICATIONS/BID FORM  
BID #1700 B – FROZEN AND REFRIGERATED, STAPLES AND DRY GOODS**

Proposal of \_\_\_\_\_ (Hereinafter called the Bidder), a corporation, organized and existing under the laws of the State of \_\_\_\_\_.

To: The School Board, City of Suffolk, Virginia. The Bidder, in compliance with your invitation or bid to provide **Frozen Foods, Staples, and Dry Goods**, having carefully examined the Specifications, the undersigned proposes to furnish, the product for the unit price set forth below:

**FROZEN FOODS, STAPLES, AND DRY GOODS**

	Item Description	Approved Brands or State Brand Name	Bid Unit	Quantity	Unit Price	Total Cost
1.	<b>Beans, Pork, Navy Beans &amp; Tomato Sauce - Seasoned pork &amp; beans.</b>  Packed 6/#10 per case	Sysco Classic 4062170 Or equal  Sample and Nutritional Data required for substitution	Case	450	<u>Case price</u> _____	
2.	<b>DORITOS – TOP-N-GO BAG – Whole Grain rich, triangle shape corn chips.</b>  1.4oz bag must yield 2 grain serving  44/1.4 oz bags per case	Frito-Lay 20518 Or equal  Sample and Nutritional Data required for substitution	Case	800	<u>Case price</u> _____	
3.	<b>Graham Cookies – Scooby-Doo Bones 51% Whole Grain, cinnamon flavored snack cookie.</b>  1oz bag must provide 1 grain equivalent  Must be Smart Snack Approved  210/1oz packs per case	Scooby-Doo Bones Or equal  Sample and Nutritional Data required for substitution	Case	50	<u>State case pack</u> _____  <u>Case price</u> _____	



4.	<b>Potatoes, Tater Circles</b> Bakeable, coin shaped Hash Brown Rounds.  Packed 6/5lb per case	Ore-Ida Spud-Bites OIF00093A, Sysco Imperial 1000006128 or equal  <i>Sample and Nutritional Data required for substitution</i>	Case	900	<u>State case pack</u>  <u>Case price</u>	
5.	<b>SAUCE, HOT – 7gm PORTION PACK</b>  Packed 200/7GM	Texas Pete 075500000034 Or equal  <i>Sample and Nutritional Data required for substitution</i>	Case	150	<u>State case pack</u>  <u>Case price</u>	

GRAND TOTAL \$ \_\_\_\_\_

The **brand names** are listed as reference to indicate the quality of the product required. **Any product deemed as an equal must have nutritional data and a sample submitted for approval by the Food & Nutrition Services Supervisor, prior to the bid opening.** Submit all samples to the attention of Robert Morris at: Food & Nutrition Services, 119 Forest Glen Drive, Suffolk, VA 23434.

The successful bidder must provide nutrient information for all products upon request.

The intent of the School Board is to award this bid as **all or none**. However, the School Board reserves the right to make an award by grouping (1. Frozen/Refrigerated Foods and 2. Staples and Dry Goods).

Quantities as stated in the specifications are estimates only; nothing herein shall bind the Suffolk Public Schools to purchase any specified amount. The School Board also has the right to increase the estimated quantity by as much as 50%.

The School Board reserves the right to:

- 1) award a contract or contracts for all products as may be most advantageous to the School Board
- 2) evaluate bids using best value criteria described below:
  - (a) compliance with requirements stated herein;
  - (b) quality of proposed products
  - (c) ability to provide and deliver desired product
  - (d) price, and other factors in consideration;
- 3) reject any or all bids or to negotiate with the low bidder in case of insufficient funds,
- 4) purchase additional product as may be related to the requirements described herein,
- 5) add additional goods to the bid provided that the value of the additional goods does not exceed 10 percent of the estimated value of the contract. Any items that are added to the contract during the contract term will be added by a contract amendment. Upon contract renewal, the total value of any additions shall be noted in said contract amendment.

The School Board does not discriminate against faith based organizations.

Is your business a minority owned? \_\_\_\_\_ Woman Owned \_\_\_\_\_ Minority \_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Signature in Longhand)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name & Position (Typed)

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number



# Department of Purchasing

100 N. Main Street, 2<sup>nd</sup> Floor  
Suffolk, VA 23434  
(757) 925-6762 Fax (757) 925-6763

## Attachment 1: CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

Pursuant to Virginia Code Section 22.1-296.1.C, prior to the award of a contract for the provision of services that require the contractor or any of its employees to have direct contact with students, the school board is required to have the contractor, and when relevant, any employee who will have direct contact with students, provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. So as not to place an undue burden or hardship on the day to day operation of the school division and remain in compliance with the aforementioned Code provision, any contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, is required to provide the certification listed below:

**As a contractor providing services for Suffolk Public Schools, whose employees will have direct contact with students, I certify that neither the contractor nor any of its employees, whether current employees or those who will be employed in the future, have been (i) convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor (ii) convicted of a crime of moral turpitude.**

CONTRACTOR NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CERTIFIED BY \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. School boards shall not be liable for materially false statements regarding the certifications required by this subsection.

For the purposes of this subsection, "direct contact with students" means being in the presence of students during regular school hours or during school-sponsored activities.