FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

www.fairfaxcounty.gov/dpsm

V I R G I N I A

TELEPHONE: (703) 324-3201 FAX: (703) 324-3223 TTY: 1-800-828-1140

ISSUE DATE: July 31, 2003	**INVITATION FOR BID:** IFB04-689086-24	**FOR:** Food Items: Ice Cream Products
AGENCY: Fairfax County Public Schools – Food and Nutrition Services	**DATE/TIME OF OPENING:** August 19, 2003 @ 2:00p.m.	**CONTRACT ADMINISTRATOR:** Sandy Jones @ 703-324-3291 or; sandy.jones@fairfaxcounty.gov

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, at the price set opposite each item, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 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 in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

	Telephone/Fax No.:	_____
_____	E-Mail Address:	_____
_____	Federal Employer Identification No or	_____
_____	Federal Social Security No.(Sole Proprietor)	_____
_____	Prompt Payment Discount:	__% for payment within___days/net ___days
_____	Fairfax Business Prof. & Occupational Licensing (BPOL) Tax No.	_____

By signing this bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: _____

Vendor Legally Authorized Signature	Date
Print Name and Title	Secretary

Sealed bids in duplicate, subject to terms and conditions of this invitation will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 on opening date and time specified, and then publicly opened and read, for furnishing items specified therein to specified destinations within the time specified or stipulated by the Bidder.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

SPECIAL PROVISIONS

1. SCOPE:

1.1. The purpose of this solicitation is to establish a contract for the provision of **Ice Cream Products** for all Fairfax County agencies and the Office of Food and Nutrition Services of Fairfax County Public Schools.

1.2. Bidders are required to include the following in their bid:

- Vendor Legal Authorized Signature

The County will not waive these requirements as minor informalities and **failure to provide this requirement will result in the rejection of the bid.**

1.3. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

1.4 **REQUESTED BID SUBMITTALS**: The following supplemental information is requested to be submitted preferably with the bid, or at the latest within three (3) business days after the request is made.

a. **Nutritional Analysis:** One copy of Nutritional Analysis and one ingredient listing for each item bid. (Ref. Technical Specifications paragraph 1)

b. **Food Laws and Standards:** Child Nutritional (CN) label (Ref. Technical Specifications paragraph 2)

c. **Debarment Certification:** Attachment 1 debarment certification form (Ref. Technical Specifications paragraph 7)

2. PERIOD OF CONTRACT:

2.1. The period of this contract shall be from **September 1, 2003**, or the date of the award whichever is later, through **August 31, 2004**.

2.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Purchasing Department. The County reserves the right to renew the contract for three (3) additional years, one (1) year at a time. This contract may be renewed at the expiration of its term by agreement of both parties.

2.3. Notice of intent to renew will be given to the Contractor in writing by the County Purchasing Agent, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)

2.4. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Fairfax County Board of Supervisors. In the event that the Fairfax County Board of Supervisors does not grant necessary funding appropriation/program approval, then the affected multiyear contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

SPECIAL PROVISIONS (continued)

3. PRICES AND PRICE ADJUSTMENT:

3.1. All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract. Prices shall remain firm for 365 days, unless otherwise stipulated in these Special Provisions.

3.2. Price adjustment allowances based on (Milk Only) will be considered. Upward or downward adjustment in the delivery price of ice cream (milk content) may be effected when the price of milk for the Washington Market Area increases or decreases by twenty (20) cents or more per hundred weight for Class II Milk.

3.3 Price change will not be automatic. Any request for price adjustment must be initiated by the Contractor in writing and supported by applicable Milk Market Administrator Bulletin.

3.4 Price adjustment(s) will only be authorized by contract amendment approved by the County Purchasing Agent and the effective date of the change will be the date of the amendment.

3.5 The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the increased contract unit price. Orders placed, via County Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date of signature by the Purchasing Agent or his authorized representative;

3.6 Within thirty (30) calendar days after receipt of a Contractor's written request, the County Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increase and undelivered at the time of such cancellation.

3.7 Price decreases will be made in accordance with paragraph 43 of the General Conditions and Instructions to Bidders.

4. QUOTATION LIMITATION:

4.1. Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item.

5. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

5.1. The quantities specified in this solicitation are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered since the actual volume will depend upon requirements that develop during the contract period. Waiver of ten percent (10%) limitation in paragraph 30, General Conditions and Instructions to Bidders, is acknowledged.

5.2. Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by Schools. Further variations in the estimated quantities may occur where U. S. D. A. surplus commodities become available.

5.3. NO BID WILL BE CONSIDERED WHICH STIPULATES THAT FAIRFAX COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

6. DEVIATIONS FROM SPECIFICATIONS:

SPECIAL PROVISIONS (continued)

6.1 Brand names and/or catalog number are given for purposes of identification and to denote the standard of quality desired and do not, in any way, restrict bidders to specific make and manufacturer. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, the appropriate line in the specifications will be ruled out and the substitution clearly indicated.

6.2 If there is a deviation in the pack of an item bid, from that prescribed in the specifications, the County reserves the right, for evaluation purposes only, to reduce such a deviation to a common denominator, so that equal quantities are considered for all bidders.

7. SAMPLES:

7.1 The County Purchasing Agent reserves the right to require a bidder to furnish samples of any item on which they submit a bid within three (3) working days after the request is made.

7.2 All samples must be furnished free of charge, clearly marked "SAMPLE" with the Invitation for Bid number, bid item number, bidder's name and address and delivered to:

Quality Control Coordinator, Food and Nutrition Services
Fairfax County Public Schools
6840 Industrial Rd.
Springfield, VA 22151

7.3 Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all the major characteristics shall cause rejection of the bid for each item that fails to meet the major characteristics.

7.4 **Failure to submit a requested sample within three (3) working days after the request is made, will be just cause for eliminating the bidder from further consideration for award.**

8. DELIVERY/TIME OF PERFORMANCE:

8.1 Fairfax County requires that delivery be made at destination within the shortest time frame possible. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO). Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration. **FAILURE TO PROVIDE A DEFINITIVE DELIVERY TIME WILL RESULT IN THE DISQUALIFICATION OF THE BIDDERS' BID IN ITS ENTIRETY OR FOR THE ITEM SPECIFIED.**

8.2 The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed. Deliveries will be made to various locations in Fairfax County between the hours of 8:30 A.M. and 3:30 P.M. on regular County business days unless other arrangements have been made.

DELIVERIES TO SCHOOLS

8.3 Deliveries will be made, as required, to approximately 182 public schools, with a maximum of one delivery per week per school. During July and August deliveries will be to approximately six sites once a week.

8.4 Deliveries will be made on mutually agreed upon delivery dates. All deliveries will be made to

locations designated by receiving personnel. All delivery/sales tickets must be signed by an authorized receiving person. No drop shipments are to be made. A list of school names, and addresses, and the hours that staff are present will be provided to the successful offeror.

8.5 The successful bidder will obtain from the Director, Food and Nutrition Services, the first week's orders for the summer program and also for the first two weeks of the 2003-2004 school year. Subsequent weekly orders will be placed by the manager of each individual school with the driver or the successful offeror. Orders placed by any other individuals shall not be honored.

8.6 If the successful bidder requires a minimum order amount, it should be indicated on the pricing schedule. It is the successful bidder's responsibility to inform the Office of Food and Nutrition Services when this minimum requirement is not met.

8.7 Additional school orders may be made twenty-four (24) hours in advance of delivery.

8.8 The successful bidder will keep informed of emergency school closings, (i.e., snow, ice, etc.). When schools are closed due to an emergency, the delivery will be made on the next day that schools are reopened.

8.9 When school is closed on a normal delivery day, the successful offeror will make deliveries on the next day school is open.

8.10 The successful bidder will provide order forms, in triplicate, for each item provided. These forms will be delivered to the Director, Food and Nutrition Services, within FIVE DAYS AFTER NOTIFICATION OF CONTRACT AWARD.

9. DELIVERY FAILURES:

9.1 Bidders are directed to Paragraph 37 of the General Conditions and Instructions to Bidders. Bidders are **cautioned** to consider carefully the delivery time they indicate for each item as they will be required to adhere to that delivery time.

10. CONTACT FOR ADMINISTRATION:

10.1 In the event a contract is executed with your firm as a result of this solicitation, in the space provided on the Pricing Schedule please indicate the person(s) we may contact for prompt contract administration.

11. INTERPRETATION OF BID:

11.1 Any contractual questions pertaining to this solicitation shall be directed to:

Sandy Jones, CPPB, Contract Administrator
Department of Purchasing & Supply Management
12000 Government Center Parkway –Suite 427
Fairfax, Virginia 22035-0014
Telephone Number: (703) 324-3291
Email: sandy.jones@fairfaxcounty.gov

11.2 Any technical questions pertaining to this solicitation should be directed to:

SPECIAL PROVISIONS (continued)

Ruth Matoto, D.T.R., Quality Control Coordinator
Fairfax County Public Schools
Food and Nutrition Services
Telephone: 703-813-4851

12. SUBMISSION OF BIDS:

12.1. Each bidder must use the attached Pricing Schedule (Appendix B) for submitting their bid. Each bidder must show, as applicable, the manufacturer, style/stock number, delivery time, unit price and total price for each item for which a bid is submitted. **All bidders must return two (2) copies of the Cover Sheet, duly signed, and two (2) copies of Appendix B, keeping all remaining pages for your files**. By executing the Cover Sheet, the bidder acknowledges they have read this solicitation, understand it, and agrees to be bound by its terms and conditions. Bids may be submitted by mail or delivered in person. The receptionist at the following location prior to the date and time specified must receive all bids:

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0014.

12.2 **BIDS RECEIVED AFTER THE DATE OR TIME OF OPENING WILL NOT BE CONSIDERED FOR CONTRACT AWARD AND SHALL BE RETURNED TO THE BIDDER.**

13. ORDER OF PRECEDENCE:

13.1. In the event of conflict, the Acceptance Agreement and the Special Provisions of this solicitation shall take precedence over the General Conditions and Instructions to Bidders, included herein or any other Contractor document.

14. BID EVALUATION/CONTRACT AWARD:

14.1 All items listed in this solicitation will be awarded on the basis of a firm fixed price to the lowest responsive and responsible bidder meeting specifications.

14.2 The County reserves the right to award the contract in the aggregate, by line item, or to make a split award to more than one bidder, whichever is in the best interest of the public. Fairfax County further reserves the right to not award an individual item.

14.3 In the event the County does not receive bids for all items, the County reserves the right to select the maximum number of items bid by all bidders to determine the low aggregate bidder.

15. METHOD OF ORDERING:

15.1 The County may use four (4) different methods of placing orders from the final contract: Purchase Orders (PO's); Blanket Purchase Orders (BP's); Small Orders (SO's); and, approved County procurement cards.

15.2 A Blanket Purchase Order (BP) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The BP indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia. Each BP will cite a specific period of time, and will indicate an agency authorization order code to be used when ordering to identify those employees authorized to place calls. No specific dollar limitation will be indicated on the BP's.

15.3 Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code, BP call number, and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.

15.4 A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become a part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 of the Code of the Commonwealth of Virginia.

15.5 Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently under contract with Bank-One/Master Card. Contractors are encouraged to accept this method of receiving orders.

Questions regarding establishing an account with Master Card should be referred to: MC/Master Card Merchant Services at 1-800-762-6663. It is anticipated that participating contractors will accept procurement card orders.

15.6 Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates thereto.

15.7 Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

15.8 Bidder should indicate the preferred method of obtaining orders from individual schools on a weekly basis. (Hand next order to driver upon delivery, electronically order, phone or fax in order.) This should be stated in the Vendor Information section. Also, indicate cut off times for receipt of orders.

16. ADDITIONS/DELETIONS:

16.1 The County reserves the right to add similar items/services or delete items/services specified in the subsequent contract as requirements change during the period of the contract. Fairfax County and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued for all additions or deletions.

17. CANCELLATION OF ORDERS:

17.1 Purchases made under this contract are for readily available supplies specified herein. Time is of the essence in furnishing the items ordered. The County reserves the right to cancel the order and/or to refuse delivery if the items ordered are not furnished within the period of time specified in this contract.

18. EMERGENCY PURCHASES:

18.1 Should the Contractor be unable to furnish the required item within the period of time

specified in the contract the County reserves the right to make emergency purchases from other sources.

19. SALES/DELIVERY TICKETS:

19.1. Calls made under this contract for delivery placed by PO, BP, SO, Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket which shall be prepared by the Contractor in duplicate. The Contractor's Sales/Delivery Ticket shall contain the following information:

1. Contractor's Name
2. Purchase Order, BP (Call Order Number) or SO number
3. Date of Purchase
4. Itemized list of supplies furnished
5. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract.
6. Name of authorized representative ordering the supplies
7. Name of Fairfax County Agency receiving the supplies.

19.2. In all instances, the Contractor's Sales/Delivery Ticket will be prepared in triplicate, whether delivery is made by the Contractor or pick up is made by the authorized representative of Fairfax County at the Contractor's place of business.

The Contractor's Sales/Delivery Ticket will be signed in triplicate, by the designated representative of Fairfax County, and one copy being retained by the Contractor.

20. INVOICING PROCEDURE:

20.1 A separate statement for the Food Service Center will be prepared monthly in accordance with the billing schedule furnished by the Director, Food and Nutrition Services. Statements will be forwarded no later than two (2) days after the billing period to:

Fairfax County Public Schools
Office of Food and Nutrition Services
6840 Industrial Rd.
Springfield, VA 22151
Attn: Andrew Briggs

20.2 The statement must contain the following:

a. The name and code number of the Food Service Center (0967).
b. The total of each individual invoiced delivery for the month.
c. The total of all invoiced deliveries for the month.
d. The total of all credits from shortages or damaged products for the month period.

20.3 Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Partial payments shall be made in accordance with paragraph 59, PARTIAL PAYMENTS, of the General Conditions and Instructions to Bidders.

20.4 Contractor representative will be available to resolve discrepancies. Name, address and telephone number of accounting representative for the Contractor must be indicated in the Vendor Information section, Paragraph 2.

SPECIAL PROVISIONS (continued)

21. DISTRIBUTION CENTER:

21.1 The distribution center should be in the Washington, D.C. metropolitan area.

22. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:

22.1. Extension of Contract: Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia, Metropolitan Washington Council of Governments jurisdictions and other Jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivisions concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid.

22.2. It is the awarded vendor's responsibility to notify the jurisdictions and political subdivision of the availability of the contract(s).

22.3. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

22.4. Fairfax County **shall not** be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

23. SUBCONTRACTING:

23.1 If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. A listing of registered firms by relevant trades or specialties is available on the Department of Purchasing and Supply Management webpage @ www.fairfaxcounty.gov/dpsm. In addition, a listing of local, state and federal sites as well as proprietary business data providers may be obtained from the Fairfax County Economic Development Authority website, under the Business Database Resources link: http://www.fairfaxcountyeda.org.

23.2 As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

24. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

24.1 Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract

acknowledges your commitment and compliance with ADA.

25. NEWS RELEASES BY VENDORS:

25.1 As a matter of policy, the County does not endorse the products or services of a contractor. A contractor without the prior written approval of the County will not make news releases concerning any resultant contract from this solicitation. All proposed news releases will be routed to the Purchasing Agent for review and approval.

26. CONTRACT INSURANCE PROVISIONS

26.1 The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

26.2 The Contractor shall, during the continuance of all work under the Contract provide the following:

a. Maintain statutory Workers' Compensation and Employer's Liability insurance to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

b. Maintain Comprehensive General Liability insurance in the amount of $1,000,000 per occurrence, to protect the Contractor, its subcontractors, and the interest of Fairfax County Public Schools (FCPS), against any and all injuries and damages to third parties, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. Completed operation liability endorsement shall continue in force for three years following completion of the Contract.

If the liability insurance purchased by the Contractor has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

(1) Provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the Contract. Such certificates shall evidence a "retroactive date" no later than the beginning of the Contractor's or subcontractor's work under this Contract, or

(2) Purchase the extended reporting period (two years minimum) endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a Certificate of Insurance, or a copy of the endorsement itself. Liability insurance limits may be arranged by policies for the full limits required, or by a combination of underlying policies for lesser limits, with the remaining limits provided by one or more Excess Liability policies.

c. Maintain owned, non-owned, and hired Business Automobile Liability insurance, in the amount of $1,000,000 per occurrence, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be

SPECIAL PROVISIONS (continued)

insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained, where appropriate. Liability insurance limits may be arranged by policies for the full limits required, or by a combination of underlying policies for lesser limits, with the remaining limits provided by one or more Excess Liability policies.

d. Provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A-, VI. The only exceptions to this that may be granted are for insurers of the London Syndicate and other recognized British and European insurers who are not rated by Best's. Requests for this exception must be in writing by offerors, and must be granted in writing by FCPS.

e. Provide an original, signed Certificate of Insurance and such endorsements as prescribed herein for all applicable coverage.

f. Require all subcontractors to maintain, during the term of this Contract (or for the period that each subcontractor is bound to the Contractor for purposes of this Contract), the same, or greater, coverages and limits as the Contractor

g. Secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.

h. Provide, on demand, certified copies of all insurance policies on behalf of the Contract within ten days of demand by FCPS. These certified copies will be sent to FCPS from the Contractor's insurance agent or representative.

26.3 Hold-Harmless and Indemnification: Paragraph 63 (Page 7) of the General Conditions and Instructions to Bidders shall apply.

26.4 No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45-day written notice to FCPS. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished. This shall apply to all applicable subcontractors.

26.5 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude FCPS from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

26.6 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and FCPS. The Contractor shall be as fully responsible to FCPS for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

26.7 The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract. Precautions shall be exercised at all times for the protection of persons including employees and property.

26.8 FCPS, its officers and employees, shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the insurance certificates with provision that the coverage "is primary to all other coverage FCPS may possess."

26.9 If an "ACCORD" Certificate of Insurance form is used by the Contractor's insurance agent, the

SPECIAL PROVISIONS (continued)

words, "endeavor to" and " but failure to mail such notice shall impose no obligation or liability of any kind upon the company," in the "Cancellation" paragraph of the form, shall be deleted.

TECHNICAL SPECIFICATIONS

1. NUTRITIONAL ANALYSIS:

1.1 One copy of a nutritional analysis and one ingredient listing for each item bid is requested to be submitted with the bid or within three (3) days after the request is made.

1.2 Fairfax County Public Schools Office of Food and Nutrition Services reserves the right to require a bidder(s) to furnish nutritional information for any item on which they submit a bid, within three (3) days after the request is made. **Failure to submit the requested nutritional information will be cause for eliminating the bidder from consideration for award for that item.**

1.3 The Nutritional Analysis should include: calories, protein, fat, carbohydrates, calcium, phosphorus, iron, sodium, potassium, Vitamin A value, Vitamin B value, thiamine, riboflavin, niacin, Vitamin C, and cholesterol.

Food and Nutrition Services must be given formal notice if the following occurs:

- A substitution needs to be made.
- A plant change is made.
- Product is altered in any way.
- A pack change is made.

2. FOOD LAWS AND STANDARDS:

2.1 All products specified herein shall be processed, packaged and delivered in accordance with regulations of the Virginia Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

2.2 All products specified herein must meet the Virginia Department of Education requirements for foods sold a la carte in school lunch programs. To meet this standard, all products bid must contain at least 5% of the USRDA of one of the following per portion or per 100 calories: Protein, Iron, Calcium, Vitamin A, Vitamin C, Thiamin, Riboflavin, or Niacin. **Include percentages for all eight of these nutrients**.

3. INSPECTION:

3.1 An authorized representative of the County of Fairfax or the Commonwealth of Virginia shall have the right to inspect the premises, facilities, and processing methods for producing items covered by this contract. Standard tests may be made for any items delivered for the purpose of insuring satisfactory contractor performance.

3.2 All items covered by this contract shall be packaged and labeled in accordance with accepted trade practices in sufficiently sturdy and clean containers.

3.3 All items delivered must be in strict accordance with the specifications contained herein and will be subject to tests by the Food and Nutrition Services staff, and the Virginia Department of Health, conducted on a random sampling basis during the life of the contract.

4. QUALITY TESTING:

4.1 Products which are requested for quality testing will be tested by the impartial panel set up by the Office of Food and Nutrition Services for this purpose. This panel shall be composed of the

supervisory personnel of the Office of Food and Nutrition Services, students and cafeteria managers. Prior to the test, all marks of product identification, labeling, etc., will be removed and each sample product will be designated by number only. The sample product will be reviewed for flavor, quality and nutritive content. Samples subject to this degree of testing will be indicated in the Invitation for Bid.

5. **PROMOTIONAL OFFERS:**

5.1 Promotional programs normally offered customers of the successful contract will be extended to Fairfax County Office of Food and Nutrition Services.

5.2 Promotional offers will include, but not be limited to, point of sale advertising displays and posters, and other marketing incentive materials. Fairfax County Public Schools does require the bidder to furnish posters that have the ice cream products picture on them with our a la carte price. 200 posters will be needed for the elementary schools and 150 for the high and middle schools.

5.3 Bidders should describe promotional incentives offered by their companies.

6. **DELIVERY VEHICLES:**

6.1 All products specified herein shall be delivered in vehicles which are maintained in a sanitary condition and properly refrigerated whereas product maintains a **frozen state.** Thawed products **will not** be accepted. At the delivery destination the products are to be placed in refrigerated ice cream cabinets as specified by the manager.

6.2 Delivery vehicles shall be equipped with back up alarms to help prevent accidents.

7. **DEBARMENT:**

7.1 School Food Authorities are prohibited from contracting with companies or individuals that have been debarred or suspended from Federal, State, or Local Government Procurement programs. Therefore, to ensure that School Authorities do not enter into contracts with debarred or suspended companies or individuals, each bidder is requested to complete and return (with their bid documents) the attached certification statement (Attachment 1). By signing the certification statement, the bidder certifies that neither it or its principals (e.g. key employees) have been proposed for debarment, debarred, or suspended by a Federal, State, or Local Agency.

ATTACHMENT I

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 with which this transaction originated.

(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 and Title of Authorized Representative

_____

Signature Date

THIS FORM SHOULD BE SIGNED AND RETURNED WITH THE BID.

ATTACHMENT I (Continued)

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 prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of chanted 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 coy 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. The prospective lower tier participant further agrees by submitting this form that it will included in this clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, - Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier 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 participating 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 foregoing shall be construed to require establishment of a system of records in other 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 courts 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 I 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.

VENDOR INFORMATION

1. **CONTACT FOR INSIDE CONTRACT ADMINISTRATION:**

1.1. In the event your firm receives a contract as a result of this Invitation for Bid, please designate an inside person we may contact during the period of the contract for prompt contract administration:

NAME:_____ TITLE:_____

ADDRESS:_____ PHONE: _____
(Area Code)

2. **CONTACT FOR INSIDE ACCOUNTING ADMINISTRATION:**

2.1. In the event your firm receives a contract as a result of this Invitation for Bid, please designate an inside person we may contact during the period of the contract for prompt accounting administration:

NAME:_____ TITLE:_____

ADDRESS:_____ PHONE: _____
(Area Code)

3. **FIELD TERRITORIAL SALES REPRESENTATIVE:**

3.1. In the event your firm receives a contract as a result of this Invitation for Bid, please designate a person who will be available during the period of the contract, both prior to commencement and during the life of the contract, for PERSONAL VISITS to the Director, School Food and Nutrition Services, or the Assistant Director:

NAME:_____ TITLE:_____

ADDRESS:_____ PHONE: _____
(Area Code)

4. **DESCRIPTION OF FIRM:**

4.1. Bidder will state below whether he is a "Regular Manufacturer" or a "Regular Dealer".

_____

If a manufacturer, bidder will state below where items are to be manufactured.

_____

If a dealer, bidder will state below where items will be maintained in stock and sold to the public in the usual course of business.

_____
(Street and number, city, and state)

5. **INSPECTION OF PLANT FACILITIES:**

5.1. The Bidder certifies that an inspection of the physical facilities of this plant was conducted by the

_____(
Name of Agency)

_____
(Date of Last Inspection)

AND THIS PLANT WAS _____
_____

(Accepted) (Rejected)

for furnishing its products to County of Fairfax agencies.

COUNTY OF FAIRFAX

COMMONWEALTH OF VIRGINIA

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error).

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

I. AUTHORITY-The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

OPEN MARKET PROCUREMENT (OMP): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than $50,000.

PROFESSIONAL & CONSULTANT SERVICES: Any type of professional service which is either: 1) performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §11-37 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution), or 2) any other type of similar contractual service (including consultants), required by the Fairfax County Government but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of professional service required and at fair and reasonable compensation rather than by competitive sealed bidding.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).
RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper or County Web Site), the mailing of an Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, bid Cover Sheets and Pricing Schedules are furnished in duplicate and all bids shall be submitted in duplicate, on the forms provided, properly signed in ink in the proper spaces and submitted in a sealed envelope provided with the solicitation. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:

1) It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or

2) The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.

b. If the County declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.

c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.

d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid 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 judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity 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. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall 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. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:

1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

c. No bid may be withdrawn under this paragraph 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.

d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

e. 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.

f. If the county denies the withdrawal of a bid under the provisions of this paragraph, 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.

g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS-All solicitation packages will contain a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic or facsimile bids/modifications will not be considered.

14. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: http://www.co.fairfax.va.us/dpsm for a minimum of 30 days.

Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation; he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements. Because of the large number of firms

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

listed on the County's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the County's Bidders List.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County 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.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

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

a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

interference;

c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;

d. The quality of performance on previous contracts or services;

e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

g. The quality, availability and adaptability of the goods or services to the particular use required;

h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

i. The number and scope of the conditions attached to the bid;

j. Whether the bidder is in arrears to the County on a debt or contract or is in default on a surety to the County or whether the bidder's County taxes or assessments are delinquent; and

k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,

b. General Conditions and Instructions to Bidders,

c. Special Provisions and Specifications,

d. Pricing Schedule,

e. Any addenda/amendments/Memoranda of Negotiations

26. TIE-BIDS – If two or more bidders submit bids that are identical as to price, authorized prompt payment discounts and delivery time, preference will be given to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident of Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public, except when in the judgment of the County such purchase would operate to the disadvantage of the County. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.

b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.

b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade*/quality* to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-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,

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

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 non-discrimination 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.

d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL BUSINESS ENTERPRISE PROGRAM-

a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible.

b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

c. As used in this contract the term “small business” means a corporation, partnership, or sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer then 100 employees, or less than $1,000,000 in annual receipts.

d. As used in this contract, the term "minority business" means a business enterprise that is at least 51 percent owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; women regardless of race or ethnicity; and persons with a physical or mental impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.

e. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.

f. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the storekeeper at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order, invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the P.O. or to the appropriate address specified below:

a. Fairfax County Public Schools
Assistant Superintendent - Financial Services
10700 Page Avenue
Fairfax, Virginia 22030

b. County of Fairfax
Office of Finance
P. O. Box 1327, Drawer A
Fairfax, Virginia 22035

c. Fairfax County Redevelopment and Housing Authority
Finance Division
3700 Pender Drive, Suite 300
Fairfax, Virginia 22030-7444

d. Fairfax County Park Authority
12055 Government Center Parkway
Suite 927
Fairfax, Virginia 22035-1118

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.

b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.

d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.

e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.

b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.

c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.

d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

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

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

c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.co.fairfax.va.us/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond,

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:

(a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

(b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;

7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4e of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4e, or at such later time as provided herein. 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. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Continued)

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

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

73. CONTRACTUAL DISPUTES-

a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty 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 amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-When stated specifically in the solicitation, the County Purchasing Agent of Fairfax County may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE - During the performance of a 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 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 conjunction with a specific contract awarded to a contractor in accordance with this section, 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.

APPROVED:

/S/ David Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

A. County of Fairfax Cover Sheet (DPSM30)
B. Special Provisions & Technical Specifications
C. Appendix A (General Conditions and Instruction To Bidders)
D. Appendix B (Pricing Schedule, COG Rider, SBE Schedule and Subcontractors Notification Form)
E. Listing of Potential Subcontractors -see web page: www.fairfaxcounty.gov/dpsm/solic.htm

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS: (Office)_____

TELEPHONE/FAX: (Office)_____

E-MAIL:_____

PAY TO ADDRESS: (If different from Firm address on Cover Sheet)

_____

_____

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
1.	**2024-010-002--ICE CREAM SANDWICH** **DESCRIPTION:** • Three (3) fluid ounces of vanilla ice cream between two (2) chocolate wafers. • Product is to be individually wrapped in non-generic packaging. • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. • Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD**: Garbers, or equal. **PACK:** 36 per box NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ DELIVERY: ----- Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	9,500	Box	$_____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
2.	**2024-010-004-ICE CREAM CONE COVERED WITH/NUTS** **DESCRIPTION**: • Total weight is four (4) fluid ounces. • Toasted sugar wafer cone filled with vanilla ice cream with chocolate topping and nuts and individually wrapped in non-generic packaging. • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. • Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD:** Nutty Buddy, Garbers, or equal. **PACK:** 24 per box. NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ DELIVERY: ___ Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	13,500	Box	$ _____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
3.	**STRAWBERRY ECLAIR BAR** **DESCRIPTION**: • Three (3) fluid ounce ice cream on a stick with strawberry center and dry coating of strawberry & vanilla flavored crumbs over the entire bar. • To be formed on a rounded wooden stick (free of sharp edges and of non-splitting type wood) • Product to be individually wrapped in non-generic packaging. • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. • Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD**: Kemps Penn's Farms Chief Crunch Bar, or equal. **PACK:** 24 per box. NET WEIGHT OF ICE CREAM PRODUCT**:**_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ DELIVERY: ___ Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	9,500	Box	$_____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
4.	**2024-010-003 - CHOCOLATE ECLAIR BAR DESCRIPTION**: • Three (3) fluid ounce ice cream on a stick with fudge center and dry coating of chocolate crumbs over the entire bar. • To be formed on a rounded wooden stick (free of sharp edges and of non-splitting type wood) • Product to be individually wrapped in non-generic packaging. • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. • Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD**: Kemps Penn's Farms Chief Crunch Bar, or equal. **PACK:** 24 per box. NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ DELIVERY: ___ Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	17,000	Box	$_____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
5.	**2024-010-030—FROZEN FRUIT JUICE DESSERT DESCRIPTION**: • Must meet school lunch pattern ¼ cup fruit requirement, CN label preferred. • 2.25 ounce frozen fruit juice bar. • Flavors to include cherry, orange, blue raspberry, pink lemonade, and green apple. State other flavors available. • Product should be individually wrapped in non generic tetra pak container with wide top opening and clearly identifiable easy opening. • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. **STANDARD**: J & J Snack Foods Corp. Shape-Ups, or equal. **PACK:** 100 per box BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ FRUIT JUICE BASE:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ OTHER FLAVORS AVAILABLE: _____ _____ _____ _____ DELIVERY: ___ Calendar Days after Receipt of Order. (Ref. Paragraph 8of the Special Provisions)	6,500	Box	$_____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
6.	**2024-001-504--FROZEN FRUIT SHERBET** **DESCRIPTION:** • Four fluid ounce portion controlled sherbet made with non-fat dry milk, natural fruit flavors and fortified with Vitamin C. • Each portion to contain a minimum of 1/4 cup fruit for the school lunch program. • The fruit juice concentrate used to meet the fruit requirement must be stated. • Flavors to include: orange, raspberry, or lime. • To be packed in sealed, non-generic containers • Single service spoons are to be furnished for product. Spoons are to be rounded, no sharp edges and a non-splintering type. • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD:** Clovervale, SJM Inc. Juicy Snax, Garber's, or equal. **PACK:** 24 per box. NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ FRUIT JUICE BASE:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ DELIVERY: _____Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	7,500	BX	$ _____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
7.	**2024-00-1101--COOKIES-N-CREAM** **DESCRIPTION**: • Five (5) ounce containers. • Reduced fat ice cream or ice milk frozen dessert made with non-fat dry milk containing crumbled chocolate (Oreo type) cookies. • To be packed in sealed, non-generic containers. • Single service spoons are to be furnished. Spoons are to be rounded, no sharp edges and a non-splintering type. • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. • Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD**: Clovervale Spoon Frost Cookies-N-Cream, SJM Cookies 'N Cream, or equal. **PACK:** 48, 5 oz. containers per case. NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ DELIVERY: ___ Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions	13,500	Box	$ _____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
8.	**2024-010-022--CRISPY RICE ICE CREAM BAR DESCRIPTION**: • Vanilla or chocolate ice cream covered with milk chocolate flavored coating with crisped rice on a stick. • Three (3) fluid ounces per portion. • Each portion to be individually wrapped in non-generic packaging. • List other flavors available. • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. • Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD**: Klondike Krunch, or equal. **PACK:** 12 per box. NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ OTHER FLAVORS AVAILABLE: _____ _____ _____ _____ DELIVERY: ___ Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	600	Box	$ _____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
9.	**2024-010-019--SNICKERS ICE CREAM BAR DESCRIPTION**: • Vanilla ice cream with caramel and peanuts coated with milk chocolate. • Two (2) fluid ounces each. • Individually wrapped in non-generic packaging. • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. • Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD**: Snickers Ice Cream Bar by Dove International, or equal. **PACK**: 48 per case. NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ DELIVERY: ___ Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	3,350	Box	$ _____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
10.	**2026-006—JUICE SHERBET PUSH-POP** **DESCRIPTION**: • Two (2) fluid ounces of single strength juice, orange push-pop. • Product is to be individually wrapped in on-generic packaging. • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. **STANDARD**: Frederick Farms, or equal. **PACK**: 24/3 ounce per box. NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ FRUIT JUICE BASE:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ DELIVERY: ___ Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	8,000	Box	$_____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
11.	**2026-006-011—ICE CREAM CUP** **DESCRIPTION**: • Ice cream in a cup. • Three (3) fluid ounces per portion. • Variety of flavors desired, i.e. vanilla, chocolate, strawberry, vanilla/chocolate, chocolate/strawberry, etc. • To be packed in sealed, non-generic containers. • Single service spoons are to be furnished. Spoons are to be rounded, no sharp edges and a non-splintering type. • Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD**: SJM Juicy Snax Ice Cream Cups, or equal. **PACK**: 96 portions per box. NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ FLAVORS AVAILABLE: _____ _____ _____ _____ DELIVERY: ___ Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	210	Box	$_____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
12.	**2026-006-POPSICLE DAIRY DESSERT:** • 10 ounce cookies & cream dairy dessert in a cup. • Product to be wrapped in non-generic packaging • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. • Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD**: Popsicle Vanilla Frozen Dairy Dessert with Cookie Pieces or equal. **PACK**: 12/10 oz portions per box. NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ DELIVERY: ___ Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	700	Box	$ _____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
13.	**2026-006-CHOCO TACO** **DESCRIPTION**: • Ice cream covered in chocolate and nuts in a sugar wafer taco shaped cone. • Prefer ingredient statement on label for each individual item. • Product to be wrapped in non-generic packaging. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. • Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD**: Choco Taco or equal **PACK**: 24 portions per box. NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ DELIVERY: ___ Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	950	Box	$ _____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____

PRICING SCHEDULE

Item No.	Item Description	Qty.	Unit	Unit Price	Extension
14.	**2026-006-011—OREO ICE CREAM SANDWICH DESCRIPTION**: • Oreo ice cream enclosed in between two sandwich cookies. • Product to be wrapped in non-generic packaging. • Prefer ingredient statement on label for each individual item. • Product must meet Virginia Department of Education nutritional requirements for items for a la carte sales. • Prefer the manufacturer participates in the nonfat dry milk program from the U.S.D.A., therefore, they must have a contract with the state of Virginia in order to utilize NFDM in their ice cream products. • Is rebate given as a fee for service or in the form of a discount/rebate that must be sent into the manufacturer?:_____ **STANDARD**: Oreo or equal. **PACK**: 24 portions per box. NET WEIGHT OF ICE CREAM PRODUCT:_____ BRAND NAME:_____ NUMBER OF ITEMS PER BOX:_____ SHELF LIFE FROZEN:_____ EXPLANATION OF MANUFACTURER'S DATE CODE:_____ DELIVERY: _____ Calendar Days after Receipt of Order. (Ref. Paragraph 8 of the Special Provisions)	1,730	Box	$ _____ $_____ Nonfat Dry Milk Rebate Amount Per Case $_____ Final Cost Per Case $_____ Final Cost Per Portion After Rebate Amount	$_____
	NOTE: Minimum delivery requirement if any per paragraph 8.7 of the Special Provisions Fairfax County Public Schools			$_____	

COG RIDER CLAUSE AND OTHER JURIDICTIONS

REFERENCE PARAGRAPH 22 OF THE SPECIAL PROVISIONS, "BIDDERS AUTHORIZATION TO EXTEND CONTRACTS":

YES	NO	JURISDICTIONS	YES	NO	JURISDICTIONS
_____	_____	Alexandria Public Schools	_____	_____	Madison County Public Schools
_____	_____	Alexandria Sanitation Authority	_____	_____	Manassas Park Public Schools
_____	_____	Alexandria, Virginia	_____	_____	Manassas, Virginia
_____	_____	Arlington County, Virginia	_____	_____	Manassas City Public Schools
_____	_____	Arlington Public Schools	_____	_____	Maryland-National Capital Park & Planning Commission
_____	_____	Bowie, Maryland	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Charles County, Maryland	_____	_____	Metropolitan Washington Council of Governments
_____	_____	Chevy Chase Village, MD	_____	_____	Montgomery Community College
_____	_____	City of Fairfax, Virginia	_____	_____	Montgomery County, Maryland
_____	_____	Clark County Administrative Services	_____	_____	Prince George's County Public Schools
_____	_____	College Park, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Culpeper County Public Schools	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia	_____	_____	Northern Virginia Regional Commission
_____	_____	District of Columbia Schools	_____	_____	Orange County Public Schools
_____	_____	Fairfax County Water Authority	_____	_____	Prince George's County, Maryland
_____	_____	Falls Church City Public Schools	_____	_____	Prince William County, Virginia
_____	_____	Falls Church, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fauquier County Schools	_____	_____	Prince William County Service Authority
_____	_____	Frederick City, Maryland	_____	_____	Rappahannock County Public Schools
_____	_____	Frederick County Maryland	_____	_____	Rockville, Maryland
_____	_____	Frederick County Schools	_____	_____	Shenandoah County Public Schools
_____	_____	Gaithersburg, Maryland	_____	_____	Stafford County Public Schools
_____	_____	Greenbelt, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Herndon, Virginia	_____	_____	Town of Vienna, Virginia
_____	_____	Loudoun County Sanitation Authority	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Loudoun County, Public Schools	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County, Virginia	_____	_____	Virginia Railway Express
			_____	_____	Washington Metropolitan Area Transit Authority

PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.

_____
Vendor Name

SBE SCHEDULE

The Fairfax County Board of Supervisors has established the following definitions for small and minority businesses:

Small Business – A Corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross sales.

Minority Business – A business enterprise that is at least **51%** owned and controlled by a minority person or persons. Such persons include African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts; Women (regardless of race or ethnicity); and persons with a physical or mental impairment that substantially limits one or more of the major life activities of such individuals, a record of such impairment, or who are regarded as having such an impairment.

Step 1: Select all categories that apply to your business from this group.

✓	***Business Partner Classification Code/Category***
___	**Disabled Person Owned**
___ (8)	**Public Body/Government Agency**
___ (9)	**Non Profit/Not-for-Profit**
___ (D)	**Sheltered Work Shop** (work oriented rehabilitative facility with a controlled work environment and individual goals that utilizes work experience and related services assisting the handicapped person to progress toward normal living and productive vocational status)

Step 2: Select the one category that applies to your business from the table below.

SMALL BUSINESS	LARGE BUSINESS	OWNERSHIP
___ (B)	___ (Y)	**Non-Minority**
___ (C)	___ (A)	**Women-Owned**
___ (G)	___ (E)	**African American Owned**
___ (H)	___ (F)	**African American Women-Owned**
___ (K)	___ (I)	**Hispanic American Owned**
___ (L)	___ (J)	**Hispanic American Women-Owned**
___ (O)	___ (M)	**Asian American Owned**
___ (P)	___ (N)	**Asian American Women-Owned**
___ (S)	___ (Q)	**American Indian Owned**
___ (T)	___ (R)	**American Indian Women-Owned**
___ (W)	___ (U)	**Eskimo/Aleut Owned**
___ (X)	___ (V)	**Eskimo/Aleut Women-Owned**

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COUNTY OF FAIRFAX
DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM (SMBEP)
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013

Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____
Prime Contractors Name: _____

Prime Contractor's Classification Code: _____(from SBE Schedule)

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited contract, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor. Please complete this form and return it to this office with your bid package. The purpose of determining a subcontractor's small/minority classification, the criteria for both is stated below:

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	SMALL/MINORITY CLASSIFICATION

PLEASE RETURN THIS FORM WITH YOUR BID PACKAGE. CONTRACT AWARD MAY NOT BE MADE WITHOUT IT.