

## **The Waynesboro Public School Board**

### **School Nutrition Program**

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### **INVITATION FOR BID**

#### **PRODUCE**

Issued on: Monday, June 22, 2020

Final Date for Written Questions: Monday, June 29, 2020

Bid Due Date: M o n d a y , J u l y 1 3 , 2 0 2 0 1 : 0 0 P M

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution 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 employment discrimination in the performance of its procurement activity..

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD).

USDA is an equal opportunity provider and employer.

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**SECTION 1  
TRANSMITTAL PAGE**

The Waynesboro Public School Board is requesting bids for produce. This is a cooperative procurement and includes pricing request for estimated quantities for Augusta County Public Schools. Bids are due on **Monday, July 13, 2020 by 1:00 PM**. Bids will be opened on July 13, 2020 following the bid closing time.

Questions regarding this Invitation for Bid shall be directed to Tamera Coffey, Supervisor of Nutrition Services, 540-946-4600 ext. 144 or by email: [tcoffey@waynesboro.k12.va.us](mailto:tcoffey@waynesboro.k12.va.us)

Bidders may download solicitations by going to [www.waynesboro.k12.va.us](http://www.waynesboro.k12.va.us)

**I. INTENT**

- i. It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Produce to the Waynesboro Public School Board through sealed bids.
- ii. The Waynesboro Public School Board is seeking to identify and select one (1) vendor to provide the items as listed in the attached bid specifications sheets (Attachment G). The selected vendor shall provide products in accordance with the Standard Terms and Conditions and Special Instructions of the IFB.
- iii. The Waynesboro Public School Board reserves the right to accept or reject any or all bids as they deem to be in the best interest of the Waynesboro Public School Board.
- iv. Localities that will participate in this bid include the following jurisdictions:

Waynesboro Public School Board	(7 sites)
Augusta County School Board	(19 sites)

**II. CONTRACT TIME PERIOD**

- i. **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on July 1, 2020, and terminate on June 30, 2021.
- ii. **Renewal Option** - This contract may be extended for up to 3 (three) subsequent one year periods at the same terms and conditions by mutual agreement of both parties in written form.

**III. BID SUBMISSION PROCEDURES**

*The WCSB/SNP is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Waynesboro Public School Board.*

- i. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. All inquiries must be submitted in writing and received no later than Monday, June 29, 2020. Any information given to a prospective Bidder concerning the IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.
- ii. Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, "**BID PRODUCE.**"
- iii. Bidders shall complete and include the following documents in their sealed bid submission:
  - 1) Vendor Bid Form
  - 2) Authorization to Conduct Business in Virginia

- 3) Certification of Compliance with Virginia Code
  - 4) Bid Certification Form
  - 5) Lobbying Form & Disclosure
  - 6) Bid Specification Worksheet (Hard Copy)
  - 7) Bid Specification Worksheet (CD)
- iv. Bids must be received by the Waynesboro Public School Board no later than **1:00 PM., Monday July 13, 2020** Late bids shall not be accepted. The Waynesboro Public School Board shall not be responsible for late receipt of bids. Emailed and faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to: Waynesboro Public School Board, ATTN: Tamera Coffey, Supervisor of Nutrition Services, 301 Pine Avenue, Waynesboro, Va. 22980
- v. If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non- conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents, the Bidder, at the Waynesboro Public School Board’s sole discretion, may not be considered in awarding said bid.
- vi. Written request for withdrawal of a bid or any part thereof will be granted if such request is received prior to the specified time of bid opening. Unless otherwise specified, all bids shall be binding for sixty (60) days following the bid opening date.

**IV. BID CALENDAR**

IFB Release Date	Monday, June 22 2020
Final Date for written questions	Monday, June 29, 2020
Deadline for submitting bids	1:00 PM Monday, July 13, 2020

**V. BID AWARD**

- i. Bids will be opened publicly at the appointed hour, but officials reserve the right to take sufficient time following bid opening to study the various bids and to make recommendations to the School Board. The successful Bidder will be notified in writing and purchase orders will be written as promptly as possible after award approval by the School Board.
- ii. Awards will normally be made to the lowest responsive bidder, provided service and quality are considered to be equal to that offered by other bidders, but the right is reserved to make the award to other than the low bidder when it is in the best interest of the Waynesboro Public School Board to do so. The Waynesboro Public School Board will be the sole judge as to conditions affecting such interest.
- iii. No bidder will be given preference on the basis of race, national origin, sex, age or creed.
- iv. Right is reserved to waive any and all informalities and to reject any or all bids.

**VI. PROCEDURE FOR PROTEST**

- i. Any vendor submitting a bid may protest the award or decision to award a contract by submitting a written protest to the Executive Director of Finance of the Waynesboro Public School Board no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. The written protest shall include the basis for the protest and the relief sought.  
(Section 2.2-4360, Code of Virginia)

**SECTION 2**  
**STANDARD TERMS AND CONDITIONS**

*The contract between the Waynesboro Public School Board and the Vendor shall be governed in accordance with the laws of the Commonwealth of Virginia and all applicable Federal regulations.*

**A. COOPERATIVE PROCUREMENT**

The School Board may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods or services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in such an arrangement.

**B. DISCLOSURE OF BID CONTENTS**

Ownership of all data, materials, and documentation originated and prepared for the Waynesboro Public School Board pursuant to the bid shall belong exclusively to the Waynesboro Public School Board and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or court; however, the offeror must invoke the protection of Section 2.2 -4332 (F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The classification of an entire bid document, line item prices, and/or total bid prices as proprietary, or trade secrets, is not acceptable and may result in rejection of the Bid.

**C. HOLD HARMLESS AGREEMENT**

The contractor shall protect, indemnify, and hold harmless the Waynesboro Public School Board and its respective officers, agents and employees, from any and all demands, fees, claims, suits, actions, or judgments resulting from services provided as a result of this bid.

**D. COMPLIANCE WITH VIRGINIA CODE SECTION 22.1-296.1**

A sworn statement or affirmation disclosing whether the person has a criminal conviction or is the subject of any pending criminal charges within or outside the Commonwealth and whether or not the person has been the subject of a founded complaint of child abuse or neglect within or outside the Commonwealth is now mandated by Virginia Code Section 22.1-296.1. The successful bidder will be required to provide this certificate for all employees responsible for execution of the contract terms prior to execution of the contract.

**E. AUTHORIZATION TO CONDUCT BUSINESS IN VIRGINIA**

The attention of each Bidder/Offeror is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, to include in its bid or proposal the Identification Number issued to such bidder or offeror by the Virginia State Corporation Commission (SCC). Furthermore, any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. The Bidder/Offeror is required to complete the attached authorization form (Attachment B).

#### **F. EMPLOYMENT DISCRIMINATION PROHIBITION STATEMENT**

*All public bodies shall include in every contract of over \$10,000 the provisions in 1 and 2 herein:*

1. During the performance of this contract, the contractor agrees as follows:
  - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. (1982, c.647.) (Section 2.2-4311, Code of Virginia)

#### **G. IMMIGRATION REFORM and CONTROL ACT of 1986**

During the performance of this contract for goods and services in the Commonwealth of Virginia, the contractor does not and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (Section 2.2-4311.1, Code of Virginia)

#### **H. DRUG-FREE WORKPLACE**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. (Section 2.2-4312, Code of Virginia)

#### **I. BUY AMERICAN STATEMENT**

The Buy American provision is one of the procurement standards that School Food Authorities (SFAs) must comply with when purchasing commercial food products served in the school meals programs. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that "substantially means over 51% from American products." Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA.

For products procured by SFAs for use in School Nutrition Programs (SNP) using nonprofit food service account funds, the product's food component is considered the agricultural commodity. Food Nutrition Services (FNS) defines food component as one of the food groups which comprises reimbursable meals. The food components are: meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.2 for full definitions. Any product processed by a winning vendor must contain over 51% of the product's food component, by weight or volume, from U.S. origin. This definition of domestic product serves both the needs of schools and American agriculture. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands

are considered domestic products under this provision as these products are from the territories of the U.S.

**J. RECORD RETENTION AND ACCESS CLAUSE**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Waynesboro Public School Board throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The contractor shall permit the Waynesboro Public School Board, and any approving Federal or State Agency or any of their duly authorized representatives, access to any books, documents, papers, and records of the bidder which are pertinent to this Project for the purpose of making an audit, examinations, excerpts, or transcriptions.

**K. EXCEPTIONS**

A Bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this IFB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

**L. WARRANTY**

Successful Bidder shall fully warrant all products furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the Waynesboro Public School Board/SNP's operations.

**M. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT**

**Termination** –The Waynesboro Public School Board reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to contractor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. The contractor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Waynesboro Public School Board for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

In the event that either the contractor or the Waynesboro Public School Board defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

**N. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT**

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. (Voice) Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

**SECTION 3**  
**SPECIAL INSTRUCTIONS**

**A. PURCHASING AGREEMENT**

- a. The quantities required as stated on the attached specification sheet(s) are expressly agreed to be an estimate only and nothing herein or attached shall bind The Waynesboro Public School Board to purchase any specified amount of the product or services.
- b. It shall be understood and agreed between parties to a resulting contract that the Waynesboro Public School Board shall not be obligated to purchase or pay for any products covered by such contract unless and until they are ordered and received by the buyer. Delivery of all items or service covered under the purchase contract is a pre-condition of payment.

**B. PROCEDURES FOR COMPLETION OF BID SPECIFICATIONS**

- a. The estimated usage quantities provided on the Bid Specifications Worksheet represent combined “good faith” estimates from Waynesboro Public School Board.
- b. Approved Brands identify products that have been tested and accepted by the School Nutrition Department and the students it serves. Such goods have been identified on the Bid Specifications Worksheet in order to establish a standard for the particular product required, but it is not the intention to exclude other comparable brands unless followed by the words "No Substitute".
- c. Samples may be required if bidding other than Approved Brands.
- d. The bidder is instructed to report both Brand Bid and Manufacturer’s Item Code for all bid items.
- e. The bidder is instructed to report Unit Size and Portion Size as follows:
  - 1) **Pre-Portioned Items** – Unit Size shall be reported as the total number of portions per unit. Portion Size shall be reported as the individual weight or volume measurement of the manufacturer’s prescribed portion. For Non-Food Expendables, Portion Size may be reported as “COUNT”, providing size will not be a factor in determining per portion cost.
  - 2) **Bulk Packed Items** – Unit Size shall be reported as the unit’s total net weight or volume. Portion Size shall be reported as the form of measurement associated with the unit’s pack size (oz., lbs., gm. liters)

**C. ORDERING AND DELIVERY PROCEDURES**

- a. Orders will be placed weekly by school site following an ordering schedule established by the School Nutrition Supervisor and the contractor.
- b. The contractor shall maintain sufficient inventory throughout the contract period to prevent interruption in service. The contractor must notify, via e-mail, the School Nutrition Supervisor of anticipated shortages or changes in packing at least 24 hours prior to scheduled delivery of such items.
- c. Shipments of items with brand name or specifications other than those listed on the bid shall be rejected or returned to the vendor at the vendor’s expense unless prior arrangements have been made with the Supervisor of Nutrition. Substitutions may be made only with prior approval of the Supervisor of Nutrition. All substitutions must be of equal or greater quality. In no case will an item be accepted if the quality is lower than stated in the bid. Substitutions are to be priced at or below the original awarded item.
- d. Weekly deliveries will be made to each school site in accordance with an established schedule. In the cases of school closings and holidays, an alternate delivery schedule will be decided between the School Nutrition Supervisor and the contractor.



- e. All deliveries are to be F.O.B Destination to addresses as indicated on Attachment F.
- f. All deliveries shall be placed in the area designated by the site supervisor. Under no circumstances may a delivery be left without having been properly received and accepted, as evidenced by an authorized signature on invoice.
- g. The contractor will provide and maintain, in accordance with The Food Code of Virginia, refrigerated delivery trucks on which food items are delivered.

**D. BILLING AND PAYMENT**

- a. A separate statement for each school will be prepared monthly. Statements will be broken out by school invoice and forwarded to the School Nutrition Finance no later than three (3) days after the last working day of the month.

**The Waynesboro Public School Board**

**School Nutrition Program**

**INVITATION FOR BID**

**PRODUCE**

**ATTACHMENTS**

**ATTACHMENT A  
VENDOR BID FORM**

**SECTION I**

**VENDOR INFORMATION**

1. Legal Name of Company or Corporation: \_\_\_\_\_

2.  Corporation     Partnership     Individual     Other

3. State of Incorporation: \_\_\_\_\_ Taxpayer ID: \_\_\_\_\_

**PROCUREMENT ADDRESS:**

4. Street Address: \_\_\_\_\_ PO Box \_\_\_\_\_

5. City, State, Zip Code: \_\_\_\_\_

6. Telephone Number: \_\_\_\_\_ Toll-Free Number: \_\_\_\_\_

7. Fax Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**PAYMENT ADDRESS:**

7. Street Address: \_\_\_\_\_ PO Box \_\_\_\_\_

8. City, State, Zip Code: \_\_\_\_\_

9. Telephone Number: \_\_\_\_\_ Toll-Free Number: \_\_\_\_\_

10. Fax Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

12. Name of Nearest Local Representative: \_\_\_\_\_

13. Mailing Address: \_\_\_\_\_

14. Telephone Number: \_\_\_\_\_ Toll-Free Number: \_\_\_\_\_

15. Fax Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**SECTION II**

**COMPANY OFFICERS**

Indicate names and titles of principal officers:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**FINANCIAL INFORMATION**

A. Have you ever been refused a bid or performance bond? \_\_\_\_\_

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

B. Indicate two (2) bank references:

1. Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

**SECTION III**

**CONTACT INFORMATION**

	<b>NAME</b>	<b>TELEPHONE#</b>	<b>ADDRESS (IF DIFFERENT FROM PG 1)</b>
Order Placement			
Order Delivery			
Claims Dept.			
Pricing Information			
Invoicing			
Engineering Matters			
Terms of Payment			
Sales Manager			
President			

**SECTION IV**

**REFERENCES**

Please indicate three local or state governmental agencies in the Commonwealth of Virginia with which you have done business in the last three years:

1. Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone \_\_\_\_\_

2. Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone \_\_\_\_\_

3. Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone \_\_\_\_\_

**SECTION V**

1. Is this a minority business enterprise as defined by the State Office of Minority Business Enterprise?  Yes  No

Please check one:

\_\_\_\_\_ White          \_\_\_\_\_ Black          \_\_\_\_\_ Hispanic

\_\_\_\_\_ American Indian    \_\_\_\_\_ Asian          \_\_\_\_\_ Other

If "Other" please explain: \_\_\_\_\_

Please check all that apply:

\_\_\_\_\_ Minority Owned          \_\_\_\_\_ Minority/Women Owned

\_\_\_\_\_ Small Business          \_\_\_\_\_ Veteran Owned Business

\_\_\_\_\_ Woman Owned Business

2. Does your business qualify as a small business as defined by the United States Small Business Administration?

Yes     No

If yes, please explain: \_\_\_\_\_

**ATTACHMENT B**  
**AUTHORIZATION TO CONDUCT BUSINESS IN VIRGINIA**

Each Bidder/Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Bidder/Offeror shall include in its bid response/proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Bidder/Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its bid response/proposal response a statement describing why the Bidder/Offeror is not required to be so authorized. (See VA Code Section 2.2-4311.2).

Please complete this form by checking the appropriate line that applies and providing the requested information. The signature of an authorized officer/agent of the Bidder/Offeror is required.

- A.  Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC.  
Bidder's/Offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.
- B.  Bidder/Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC.  
Bidder's/Offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.
- C.  Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_

Name of Company Officer \_\_\_\_\_

Date \_\_\_\_\_

Signature of Company Officer \_\_\_\_\_

**ATTACHMENT C**  
**CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE**

1. The contractor affirms that neither the contractor nor any of its employees have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child nor a crime of moral turpitude is mandated by Virginia Code Section 22.1-296.1.
2. The contractor affirms that the contractor does not, and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
2. The contractor affirms that all employees assigned to the project have submitted to and passed an employment drug screening.

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

List of employee(s) assigned to the project:	

By signature below, I hereby certify that 1) a criminal background check has been performed as part of the employment process for the above listed persons and that based upon the results of such background check these individuals have never been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; 2) to the best of my knowledge and belief none of these individuals is currently the subject of any pending criminal charges involving a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; and 3) I do not nor shall I during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986; 4) the above listed persons have submitted to and passed an employment drug screening. If the employees assigned to the project change, an updated copy of this form must be submitted to the Waynesboro Public School Board before an added employee can begin to work on the project. Only employees on this list will be allowed to provide services to the schools or be allowed to interact with students.

Name of Company Officer \_\_\_\_\_

Date \_\_\_\_\_

Signature of Company Officer \_\_\_\_\_

**ATTACHMENT D**  
**BID CERTIFICATION FORM**  
**PRODUCE**

The undersigned certifies a comprehension of the specifications in the foregoing bid, and that the merchandise submitted for this bid meets or exceeds the specifications as listed herein. The undersigned agrees to the Standard Terms & Conditions and Special Instructions of the bid, and if awarded the bid, agrees that these conditions of bid and terms will serve as a legal contract. When the Waynesboro Public School Board notifies a bidder in writing of its acceptance of the Bidder's price or prices of any item or items, this contract will become effective on the date acceptance is written.

The successful vendor certifies that the vendor, all principals and sub recipients, are not suspended or debarred from providing the services described in this contract. Further, Waynesboro Public School Board reserves the right to review the List of Parties Excluded from Federal Procurement or Non-procurement Programs to determine that the successful vendor, including all principals and sub-recipients, has not been suspended or debarred from providing the services described in this contract.

**NON-COLLUSION STATEMENT**

The undersigned certifies that the accompanying proposal is not the result of or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law and can result in fines, prison sentences and civil damage awards.

NAME OF FIRM \_\_\_\_\_

BY (Signature Validates Bid) \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_



ATTACHMENT E - LOBBYING FORM & DISCLOSURE

UNITED STATES DEPARTMENT OF AGRICULTURE CERTIFICATION

REGARDING LOBBYING – CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member or Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

**ATTACHMENT F  
PROCUREMENT PARTICIPANTS**

<b>SCHOOL NAME</b>	<b>ADDRESS</b>	<b>CONTACT PERSON</b>	<b>TELEPHONE</b>
<b>WAYNESBORO CITY SCHOOLS</b>			
<b>Waynesboro High School</b>	1200 West Main Street Waynesboro, Va. 22980	Angel Trujillo, Manager	(540) 946-4623
<b>Westwood Elementary School</b>	548 Rosser Avenue Waynesboro, Va. 22980	Cheryl Adkins, Manager	(540) 946-4672
<b>Berkeley Glenn Elementary School</b>	1020 Jefferson Avenue Waynesboro, Va. 22980	Becky Deaver, Manager	(540) 946-4682
<b>Wenonah Elementary School</b>	125 North Bayard Avenue Waynesboro, Va. 22980	Erin Wakefield, Manager	(540) 946-4662
<b>Wayne Hills Early Head start School</b>	937 Fir Street Waynesboro, Va. 22980	Cynthia Coish, Manager	(540) 946-4626
<b>William Perry Elementary School</b>	840 King Avenue Waynesboro, Va. 22980	Anita Argenbright, Manager	(540) 946-4655
<b>Kate Collins Middle School</b>	1625 Ivy Street Waynesboro, Va. 22980	Becky Grove, Manager	(540) 946-4641
<b>AUGUSTA COUNTY SCHOOLS</b>			
<b>Buffalo Gap High School</b>	1800 Buffalo Gap Highway Swoope, VA 24479	Bonnie Morgan, Manager	540-337-6021 540-337-6022
<b>Fort Defiance High School</b>	195 Fort Defiance Road Fort Defiance, VA 24437	Carolyn Casto, Manager	540-245-5050
<b>Riverheads High School</b>	19 Howardsville Road Staunton, VA 24401	Stephanie Mass, Manager	540-337-1921 540-337-3247
<b>Stuarts Draft High School</b>	1028 Augusta Farm Road Stuarts Draft, VA 24477	Kathy Smith, Manager	540-886-8500 540-946-7600
<b>Wilson Memorial High School</b>	189 Hornet Road Fishersville, VA 22939	Katherine Robertson, Manager	540-886-4286 540-949-8643

<b>Beverley Manor Middle School</b>	58 Cedar Green Road Staunton, VA 24401	Wanda Bryant, Manager	540-886-5806
<b>S. Gordon Stewart Middle School</b>	118 Fort Defiance Road Fort Defiance, VA 24437	Paula Lowry, Manager	540-245-5046 540-245-5048
<b>Stuarts Draft Middle School</b>	1088 Augusta Farm Road Stuarts Draft, VA 24477	Pamela Vanbelkum, Manager	540-946-7611 540-885-2542
<b>Wilson Middle School</b>	232 Hornet Road Fishersville, VA 22939	Ambere Cason, Manager	540-886-0934
<b>Hugh K. Cassell Elementary</b>	1301 Rockfish Road Waynesboro, VA 22980	Roxanne Brown, Manager	540-946-7635
<b>Churchville Elementary</b>	3710 Churchville Ave. Churchville, VA 24421	Michelle Bosserman, Manager	540-337-6036
<b>Edward G. Clymore Elementary</b>	184 Fort Defiance Road Fort Defiance, VA 24437	Coleen Sinnett, Manager	540-245-5043
<b>Craigsville Elementary</b>	100 East First Street Craigsville, VA 24430	Sherry Cox, Manager	540-997-9184
<b>North River Elementary</b>	3395 Scenic Highway Mt. Solon, VA 22843	Patti Sheets, Manager	540-350-2463
<b>Riverheads Elementary</b>	239 Don Hanger Circle Staunton, VA 24401	Karen Eckard, Manager	540-337-2535
<b>Stuarts Draft Elementary</b>	63 School Blvd. Stuarts Draft, VA 24477	Donna Puffenbarger, Manager	540-337-2951
<b>Guy K. Stump Elementary</b>	115 Draft Ave. Stuarts Draft, VA 24477	Melissa Lunsford, Manager	540-337-1549
<b>Wilson Elementary</b>	127 Woodrow Wilson Ave. Fishersville, VA 22939	Frieda Bisbee, Manager	540-245-5040
<b>Augusta County School Board</b>	18 Government Center Lane Verona, VA 24482	Ron Abernathy, School Nutrition Director	540-245-5127 540-245-5159

**SITE ADDRESSES/CONTACTS**