



**NEWPORT NEWS PUBLIC SCHOOLS
PURCHASING DEPARTMENT**

12465 Warwick Boulevard
Newport News, VA 23606

Telephone: (757) 591-4523
Fax: (757) 591-4593

NOTICE OF AWARD

Contract No. 002-0-2017/BH

August 02, 2016

Name: J&J Snack Foods Corp
Address: 6000 Central Highway, Pennsauken, NJ 08109
Your Bid Received: July 25, 2016
In Response To: IFB-002-0-2017/BH
To Furnish: Food Products & Delivery
Line Items # 25 and 26

Your bid is hereby accepted, subject to all conditions and requirements of the solicitation, and resulting addendums, purchase specifications and warranties.

RECORDS OF THIS SOLICITATION ARE NOW AVAILABLE FOR PUBLIC INSPECTION.

Bill Huskey, VCO, Buyer



INVITATION FOR BIDS

Newport News Public Schools
ISSUING OFFICE:

DATE: July 7, 2016

PURCHASING DEPARTMENT
12465 WARWICK BOULEVARD
NEWPORT NEWS, VA 23606-3041
TELEPHONE: (757) 591-4525
FAX: (757) 591-4634

Attention of Bidder is Directed To Section
2.2-4367 to 2.2-4377 Code of Virginia
(Ethics In Public Contracting)

BID ITEM NO. IFB # 002-0-2017BH
PROCUREMENT OFFICER Bill Huskey, VCO
OPENING DATE July 26, 2016
OPENING TIME 3:00 P.M. EST
PREBID CONFERENCE NON-MANDATORY N/A

SEALED BIDS will be received in the issuing office above until Opening Date and Opening Time as specified in this solicitation to include any addendums issued by this office. Newport News Public Schools is not responsible for late delivery by U. S. Postal mail or other couriers.

All inquiries for information regarding this Invitation for Bid should be directed to Bill Huskey at bill.huskey@nn.k12.va.us

COMMODITY: Food Products and Delivery NIGP CODE: 962-40

PLEASE FILL IN BIDDER'S NAME & ADDRESS IN THE SPACES PROVIDED BELOW:

THIS IS NOT AN ORDER

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS, HEREAFTER REFERRED TO AS NEWPORT NEWS PUBLIC SCHOOLS (NNPS), RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART AND TO WAIVE ANY INFORMALITIES IN THE BID PROCESS AND RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN ITS BEST INTEREST. THE SPECIFICATIONS IN THIS BID ARE INTENDED AS A QUALITY INDICATOR AND GUIDE FOR BIDDING AND UNLESS OTHERWISE STATED, NNPS WILL CONSIDER ALTERNATE BIDS OF EQUAL OR BETTER QUALITY, WHICH WILL BE ACCOMPANIED BY DESCRIPTIVE LITERATURE. THE ENTIRE CONTENTS OF THIS INVITATION FOR BID, ANY ADDENDA, AND BIDDER'S RESPONSE SHALL BE INCORPORATED INTO ANY RESULTING CONTRACT.

NNPS DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

Food Products & Delivery	BID TOTAL:	\$ _____	USD
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ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 ___ #2 ___ #3 ___ #4 ___ (Please Initial)
IN COMPLIANCE WITH THIS BID, AND TO ALL THE CONDITIONS IMPOSED HEREIN, THE UNDERSIGNED AGREES TO EXECUTE ANY CONTRACT AS A RESULT OF THIS BID. THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS/SERVICES AT THE PRICE(S) INDICATED ON THE PRICING SCHEDULE. THE FOLLOWING SECTION SHALL BE SIGNED BY AN AGENT AUTHORIZED TO BIND THE BIDDER/COMPANY. FAILURE TO MAKE THIS COMMITMENT MAY RESULT IN BID REJECTION.

DELIVERY: State your earliest firm delivery or performance date: _____20____. This date may be a factor in making the award.

PAYMENT TERMS: _____ DELIVERY TIME: _____

SHIPPING TERMS: ALL PRICES QUOTED F.O.B. NEWPORT NEWS, VIRGINIA
SHIPPING CHARGES SHALL BE PREPAID AND ALLOWED WITH _____ DELIVERY.

Authorized Agent

Signature

Type or Print Name

Email Address

Company FEI/FIN#

Phone Number

Phone Number

FAX Number

SPECIFIC LEGAL REQUIREMENTS

ANTI-COLLUSION:

In the preparation and submission of this bid/proposal, said bidder/offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in violation of the Sherman Act (15 U.S.C. Section 1), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. The undersigned bidder/offeror hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, NNPS has an interest in, or is concerned with, this bid/proposal; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this bid/proposal.

DRUG-FREE WORKPLACE:

During the performance of this contract, the successful bidder/offeror agrees to (i) provide a drug-free workplace for the successful bidder's/offeror'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 successful bidder's/offeror'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 successful bidder/offeror that the successful bidder/offeror 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 successful bidder/offeror or vendor. For the purpose of this section, "drug-free workplace" means a site for the performance or work done in connection with a specific contract awarded to a successful bidder/offeror in accordance with federal law, 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.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL BIDDER/OFFEROR SHALL BE PROHIBITED:

- 1. During the performance of this contract, the successful bidder/offeror agrees as follows:
 - a. Bidder/offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the successful bidder/offeror. The successful bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. Successful bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder/offeror, shall state that such successful bidder/offeror 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. Successful bidder/offeror shall include the provisions of the foregoing Subsections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANACT BUSINESS IN THE COMMONWEALTH:

- 1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
- 2. A bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 will include in its bid or proposal the identification number issued to it by the State Corporation Commission in the space provided below. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement why the bidder/offeror is not required to be so authorized. Bidder/offeror is to include the VA Code reference authorizing the exemption in said statement.
- 3. Any bidder/offeror described in the foregoing Subsection 2. that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Superintendent or designee.
- 4. Any business entity described in the foregoing Subsection 1. that enters into a contract with NNPS shall not allow its existence to lapse or its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

Name and Address of BIDDER/OFFEROR: _____ Date: _____ Authorized Signature: _____
Printed Name: _____ Title: _____
Phone Number: _____ Fax Number: _____
Email Address: _____

Federal Tax Identification Number/Social Security Number: _____

State Corporation Commission Identification Number: _____

Is bidder/offeror a "minority" business? Yes No If yes, please indicate the "minority" business type:
 African American Hispanic Native American Asian American

Service Disabled Veteran? Yes No
Service Disabled Veteran Business? Yes No
Woman Owned? Yes No
Small Business? Yes No
Faith-Based Organization? Yes No

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SCOPE OF WORK

A. GENERAL REQUIREMENTS

Newport News Public School's intent of this Invitation for Bid is to establish a contract with one or more qualified sources to provide Annual Food Products and Delivery for Newport News Public Schools.

PRICING

Pricing for the requested items under this contract must be provided to NNPS in the format of the table in Attachment A. Attachment A is provided for bidders to provide line item pricing for the requested items. Failure to submit Attachment A electronically in an excel format may result in the bidder being declared non-responsive. **The Bid Tabulation will be posted within two (2) NNPS business days online at the NNPS Purchasing and eVA websites.**

AWARD

Award will be based on lowest Total Extended Line Item Unit Price with the exception of line items 154 through 196 which shall be awarded on an all or none basis. In the event of discrepancies, unit price shall prevail.

B. SPECIFIC REQUIREMENTS

1. Contractor shall supply and deliver the items listed in Attachment A on a regularly scheduled basis. Contractor's delivery schedule shall be coordinated with NNPS and approved by the Contract Administrator.
2. All food items shall be fresh, new, and unused products.
3. Expiration dates on food products, when delivered, shall not be less than the time period recommended by the Food and Drug Administration at the time of sale.
4. On Attachment A, items that state, "List approved brand" means only those brands listed shall be accepted.
5. Approved brands shall be reviewed for approval upon Contractor's request. If an approved brand is packed under a private label, Contractor shall so state by the product name on the label. However, upon request, samples shall be provided and Contractor shall be required to have Broker and / or Packer submit a letter certifying that "product is exactly the same". Product certification letters shall be received prior to delivery of product or product shall be refused at no additional cost to NNPS.
6. Prices shall be submitted on Attachment A. All prices submitted shall be firm fixed for the entire contract period and shall include any delivery charges. Any requests for price adjustments during a contract may not exceed the previous twelve-month rate of increase determined by the Consumer Price Index for U.S. Food and Beverages for All Urban Consumers.
7. Unless otherwise identified, the items in Attachment "A" shall be delivered to the NNPS Child Nutrition Cold Storage Warehouse located at 701 Hogan Drive, Newport News, VA 23606. Contractor shall call (757) 881-5030, extension 16114 prior to any deliveries being made.
8. All quantities listed in Attachment A are estimates only and may be realized, not fully realized, or exceeded.
9. NNPS' Child Nutrition Warehouse hours are Monday through Friday, from 7:00 A.M. to 1:00 P.M., except NNPS holidays. A school calendar will be provided to the Contractor after contract award.
10. Billing will be the last business day of each month. Contractor shall submit its invoice(s) by the 5th business day of the following month. Invoices should be accessible online via a secure website for review by NNPS' Child Nutrition Department, 700 Hogan Drive, Newport News, VA 23606.

C. PACKAGING/SHIPPING REQUIREMENTS

Contractor shall be responsible for the safe, durable, and acceptable industry standard packaging for perishable and nonperishable food products. All damaged, incorrect brands and dented or rusted cans shall be exchanged and / or picked up from NNPS and replaced within ten (10) days of notice to Contractor. Contractor shall provide inside delivery of food products to designated NNPS locations.

D. INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be in accordance with the Scope of Work and Packing/Shipping Requirements specified above. Contractor shall not be paid for items not accepted by NNPS.

SPECIAL INSTRUCTIONS TO THE BIDDER:

A. Definitions:

Issuing Office:

Wherever used in this Invitation for Bid, Issuing Office will be:

Bill Huskey, VCO, Buyer
Newport News Public Schools Purchasing Department
12465 Warwick Boulevard
Newport News, VA 23606-3041
Phone: (757) 591-4523
Fax: (757) 591-4593
Email: bill.huskey@nn.k12.va.us

NNPS Contract Administrator:

Wherever used in this Invitation for Bid and for purposes of any notices under this contract, the NNPS Contract Administrator will be:

Cathy Alexander
Executive Director
Child Nutrition Services
700 Hogan Drive, Newport News, VA 23606.
Phone: (757) 881-5030 x 16113
Fax: (757) 249-1349
Email: cathy.alexander@nn.k12.va.us

B. Contact with NNPS Staff, Representatives, and/or Agents:

Direct contact with NNPS staff, representatives, and/or agents other than Purchasing Department staff on the subject of this IFB or any subject related to this IFB is expressly prohibited except with the prior knowledge and permission of the Purchasing Supervisor

C. Bidders of Record:

Offerors receiving a copy of this IFB from a source other than the Issuing Office via www.eva.virginia.gov must contact the Issuing Office and provide Offeror's name, address, contact person, telephone and fax numbers, and the IFB Item Number. Offeror will be added to the eVA Planholders' list and will receive notifications of any addenda to the IFB.

D. Questions:

Submit questions regarding the Invitation for Bid in writing to the Issuing Office at bill.huskey@nn.k12.va.us **no later than 11:00 a.m., July 12, 2016** prior to the opening date of this IFB. Necessary replies will be issued to all Bidders of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the bid documents. Bidder is responsible for obtaining any addenda affecting this IFB prior to bid opening.

E. Changes or Modifications:

Changes or modifications to this Invitation for Bids made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Acknowledge receipt of addenda in the space provided on the cover page of this Invitation for Bid. Oral modifications shall not form a part of the Bid documents. This IFB and any addenda shall be incorporated, by reference, into any resulting contract.

F. Bid Submittal Requirements:

1. Each Bid submission shall be submitted to the Issuing Office and will include the following documents:

- a. The cover page of this Invitation to Bid, which will contain:
 - (1) Total Bid price;
 - (2) Original signature of an agent authorized to bind the company;
 - (3) Delivery time;
 - (4) Payment terms;
 - (5) Acknowledgment of any addenda on page one (1); and

b. Pricing Schedule (**Attachment A**);

A completed copy of Bidder's bid submission including Schedule A to be completed electronically in Microsoft Excel Format shall be submitted on a new and unused CD or Flash Drive compatible with Microsoft Windows environment. The CD or Disk shall be identified with the companies name clearly stated. Submit Bids in a sealed envelope or package. Clearly label the shipping/mailling packaging as well as the outside of your sealed envelope or package with the Bid Item No., Closing Date and Time, and your firm's name and address. Bids received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted

- c. Completed and signed anticollusion/nondiscrimination clauses on page 2 of this IFB;
- d. Completed and signed Attachment B, Certification of Debarment on page 17 of this IFB
- e. Completed and signed Attachment C, Certification of Compliance with Code of Virginia

2. Bidder shall submit one (1) hard copy of its Bid. At least one copy of the Bid shall contain the original signature of the contracting authority.

3. Bidders are encouraged to submit their bids on recycled paper and to use double-sided copying

G. Proprietary Information/Disclosure:

Bidder is advised that the Virginia Public Procurement Act (Section 2.2-4342, Code of Virginia, 1950 as amended) shall govern public inspection of all records submitted by Bidder. Specifically, if Bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342.

Bidder shall:

- (i) invoke the protections of this section prior to or upon submission of the data or other materials,
- (ii) identify the data or other materials to be protected,
- (iii) state the reasons why protection is needed.

Furthermore, the Bidder shall submit proprietary information under separate cover, and NNPS reserves the right to submit such information to the NNPS attorney for concurrence of the Bidder's claim that it is in fact proprietary. References may be made within the body of the bid to proprietary information; however, all information contained within the body of the bid not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes. Trade secrets or proprietary information submitted by an Bidder in conjunction with this IFB are not subject to public disclosure under the Virginia Freedom of Information Act (VFOIA). However, Bidder must invoke the protection of the VFOIA prior to or upon submission of the data or other materials. Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA.

An all-inclusive statement that the entire bid is proprietary is unacceptable. A statement that Bidder's costs and/or bid pricing are to be protected is unacceptable. Bidder will be requested to remove any such statement(s) in order to be eligible for further evaluation and award.

H. Notice of Award:

Any contract resulting from this IFB will be publicly posted for inspection in the NNPS Purchasing Department, 12465 Warwick Boulevard, Newport News, Virginia.

I. Award:

NNPS may elect to award a contract to more than one vendor.

The award of contracts shall be at the sole discretion of NNPS. Unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, NNPS may negotiate with the apparent low bidder to obtain a contract price within available funds. NNPS reserves the right to accept or reject any or all bids in whole or in part and to waive any informalities in the process. Further, NNPS reserves the right to enter into any contract deemed to be in NNPS' best interest.

Should NNPS, in its sole discretion, determine that it is in NNPS' best interest to award separate contracts for one or more of the goods/services requested herein, NNPS reserves the right to award a contract to more than one Bidder.

J. IFB Opening:

Bidder shall ensure their bid is time stamped by the Issuing Office no later than the Opening Date and Time shown on the cover page of this Invitation for Bid. Bids received after the specified date and time (time stamped 2:01 P.M. or later) shall not be considered and will be returned unopened to Bidder.

K. Withdrawal of Bids:

A bidder for a contract may request withdrawal of his or her bid under the following circumstances: A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, 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 that 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.

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

Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the NNPS Purchasing Agent, in writing, accompanied by full documentation supporting the request. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. If bid bonds were tendered with the bid, NNPS reserves its right to exercise collection.

No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. 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.”

L. Disposition of Bids:

All materials submitted in response to this IFB shall become the property of NNPS. One (1) copy of each bid will be retained for official files. Said copy will become public record after award of the contract and will be open to public inspection subject to the Proprietary Information/Disclosure section of this IFB.

M. Cost of Responding:

This solicitation does not commit NNPS to pay any costs incurred by the Bidder or any other party in the preparation and/or submission of bids or in making necessary studies or designs for the preparation thereof, nor is NNPS obligated to procure or contract for such services.

GENERAL TERMS AND CONDITIONS

A. Contract Document:

This document, its addenda, any additional information requested, and negotiated changes will constitute the final contract, hereafter referred to as “this contract”. These documents will be incorporated by reference into the NNPS purchase order awarding this contract. All time limits stated in the contract documents, including but not limited to the time for completion of the work, are of the essence of the contract. This contract shall be governed by the contract documents in the following order of precedence:

1) This document and any negotiated changes to the foregoing documents.

B. Contract Modification(s):

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, and authorized by the NNPS Purchasing Agent or his designee. NNPS' standard method to modify contracts is issuance of a change order (purchase order).

C. Bidder Obligation:

Bidder shall carefully examine the contents of this Invitation for Bid and any subsequent addenda. Failure to do so shall not relieve the Successful Bidder of its obligation to note any exceptions (see Exceptions/Alternatives section) and to fulfill the requirements of this contract

D. Conditions Of Work:

Bidders shall inform themselves fully of the conditions relating to services required herein. Failure to do so will not relieve a Successful Bidder of the obligation to furnish all goods and/or services necessary to carry out the provisions of this contract

E. Bid Binding For Ninety (90) Days:

Bidder agrees that this bid shall be binding and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing date of this Invitation For Bid

F. Prime Contractor:

If in its performance of this contract, Successful Bidder supplies goods or services by or through another party or subcontractor, Successful Bidder agrees that:

- 1) Successful Bidder shall act as the prime contractor for the goods and services to be provided under contract and shall be the sole point of contact with regard to all obligations under this contract.
- 2) Successful Bidder represents and warrants that Successful Bidder has made third parties or subcontractors aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in writing that it has no objection and that NNPS is not liable to such third parties or subcontractors for any work performed under this contract.

The use of subcontractors and the work they perform must receive the prior written approval of NNPS. NNPS will designate a Contract Administrator to approve such work. Successful Bidder shall be solely responsible for all work performed and materials provided by subcontractors. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder under this contract.

G. Subcontractors:

Successful Bidder's use of subcontractors and the work they are to perform must receive written approval from the NNPS Contract Administrator at least ten (10) calendar days prior to the work being performed. Successful Bidder shall be solely responsible for all work performed and materials provided by subcontractors. Successful Bidder shall be responsible for the liability of subcontractors for the types and limits required of the Successful Bidder.

H. Non-Assignment:

Successful Bidder shall not assign its rights and duties under this Agreement without the prior written consent of the NNPS Contract Administrator.

I. Antitrust:

Any perceived anti-trust violation shall be reported to the State Attorney General for possible enforcement of anti-trust laws.

J. Anticollusion/Nondiscrimination Requirements Form:

The attached "Anticollusion/Nondiscrimination Requirements" form, on page 2 of this IFB, shall be executed by Bidder and is to be submitted with Bidder's bid. The requirements set forth on said form shall be considered to be binding terms and conditions in any contract resulting from this IFB. A contract will not be awarded to an Bidder who has not signed the anticollusion/nondiscrimination statement.

K. Compliance with Federal, State, and Local Laws and Federal Immigration Law:

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

L. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth:

Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. NNPS may void any contract with the Contractor if the Contractor fails to remain in compliance with the provisions of this section.

M. Hold Harmless/Indemnification:

It is understood and agreed that Successful Bidder hereby assumes the entire responsibility and liability for any and all material damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Bidder, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Successful Bidder agrees to indemnify and hold harmless NNPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Successful Bidder or those for whom Successful Bidder is legally liable. Upon written demand by NNPS, Successful Bidder shall assume and defend at Successful Bidder's sole expense any and all such suits or defense of claims made against NNPS, its agents, volunteers, servants, employees or officials.

N. Notices:

All notices, requests, demands, and elections under this contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) NNPS business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:
To NNPS: NNPS Contract Administrator as designated in this IFB.
To Successful Bidder: Successful Bidder's Contract Administrator as defined in Successful Bidder's bid.
Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

O. Non-Responsive Performance:

Delivery Delays: NNPS reserves the right to procure goods and/or services to be provided under this contract from other sources in the event Successful Bidder fails to deliver such goods and/or service deliverables in accordance with delivery dates and time frames set forth in this contract.

Unacceptable Deliveries (Rejections): Upon notification by NNPS that goods and/or service deliverables provided by the Successful Bidder under this contract are damaged and/or not of the quality specified by NNPS, such goods and/or service deliverables will be rejected. Successful Bidder shall replace such rejected goods and/or service deliverables immediately or within a reasonable time as determined by NNPS. Successful Bidder shall remove all rejected materials, equipment or supplies from the premises of NNPS within ten (10) days of notification. Rejected goods and/or service deliverables not removed from NNPS' premises within ten (10) days

will be regarded as abandoned, shall become the property of NNPS, and NNPS shall have the right to dispose of such items.

NNPS Purchase From Alternate Sources: NNPS reserves the right to authorize immediate purchase from other sources against delayed deliveries and/or rejections. The Successful Bidder shall reimburse NNPS promptly for excess costs incurred by NNPS for such purchases. Any such purchases will be deducted from the contract amount. In the event NNPS' cost of obtaining goods and/or service deliverables from other sources be less, Successful Bidder shall have no claim to the difference.

Liability: Successful Bidder shall be liable to NNPS for all costs incurred by NNPS as a result of Successful Bidder's failure to perform in accordance with the contract. Successful Bidder's liability shall include, but not be limited to: Damages and other delay costs, to include costs to procure goods/services from alternate suppliers. Increased costs of performance, such as extended overhead and increased performance costs resulting from performance delays caused by Successful Bidder and/or rejections of Successful Bidder's goods and/or service deliverables. Warranty and rework costs, liability to third party, excess costs, attorney's fees and related costs incurred by NNPS due to non-responsive performance of Successful Bidder.

P. Termination Without Cause:

NNPS may at any time, and for any reason, terminate this Contract by written notice to Successful Bidder specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to Successful Bidder by certified mail/return receipt requested, addressed to the Successful Bidder's Contract Administrator. In the event of such termination, Successful Bidder shall be paid such amount as shall compensate Successful Bidder for the work satisfactorily completed, and accepted by NNPS, at the time of termination. In the event NNPS terminates this Contract, Successful Bidder shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to NNPS any work completed or in process for which payment has been made.

Q. Termination With Cause/Breach:

In the event that Successful Bidder shall for any reason or through any cause be in default of the terms of this Contract, NNPS may give Successful Bidder written notice of such default by certified mail/return receipt requested, addressed to the Successful Bidder's Contract Administrator. Unless otherwise provided, Successful Bidder shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Successful Bidder to cure the default, NNPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Successful Bidder shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to NNPS any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by NNPS and provisions herein with respect to opportunity to cure default shall not be applicable.

R. Breach of Contract:

Successful Bidder shall be deemed in breach of this contract if the Successful Bidder: Fails to comply with any terms of this contract; Fails to cure such noncompliance within ten (10) calendar days from the date of the NNPS written notice or such other time frame, greater than ten (10) calendar days, specified by the NNPS Contract Administrator in the notice. Fails to submit a written response to the NNPS notification of noncompliance within ten (10) calendar days after the date of the NNPS notice. All notices under this contract shall be submitted, either by fax or certified mail, return-receipt requested, to the respective contract administrator. Successful Bidder shall not be in breach of this contract as long as its default was due to causes beyond the reasonable control of and occurred without any fault or negligence on the part of both the Successful Bidder and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of NNPS in its sovereign capacity, fires, floods, epidemics, strikes, freight embargoes, and unusually severe catastrophic weather such as hurricanes.

S. Applicable Law:

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

T. Compliance With All Laws:

Successful Bidder shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of this contract. Successful Bidder represents that it possesses all necessary licenses and permits required to conduct its business and/or will acquire any additional licenses and permits necessary for performance of this contract prior to the initiation of work. If the Successful Bidder is a corporation, Successful Bidder further expressly represents that it is a corporation of good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions. All City of Newport News business license, personal property, real estate and other applicable tax requirements shall be met by Successful Bidder.

U. Venue:

Venue shall be in the Circuit Court of the City of Newport News, Virginia, and the United States District Court for the Eastern District of Virginia, Norfolk Division, compliant with applicable laws and regulations, as deemed appropriate by NNPS.

V. Severability:

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

W. Non-Appropriation of Funds:

It is understood and agreed between the parties herein that NNPS shall be bound hereunder only to the extent that the funds shall have been appropriated. In the event no funds or insufficient funds are appropriated, NNPS shall immediately notify the Successful Bidder of such occurrence and this Contract shall terminate on the last day funds are available without penalty or expense to NNPS of any kind whatsoever.

X. Tax Exemption:

NNPS is exempt from federal excise tax and from all State and local taxes. Successful Bidder shall not include such taxes in any invoices under this agreement. Upon request, NNPS will furnish the Successful Bidder with tax exemption certificates or the NNPS tax exempt number.

Y. Vendor's Invoices:

Successful Bidder shall submit to NNPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this contract. Invoices shall not include any costs other than those identified in the executed NNPS purchase order awarding this contract or any subsequent change orders issued by the NNPS Purchasing Division. All shipping costs are the Successful Bidder's responsibility, except to the extent such charges are identified in the executed NNPS purchase order or change orders. Successful Bidder's invoices shall provide at a minimum:

Type and description of the Product or Service installed, delivered and accepted;

Serial numbers, if any;

Quantity delivered;

Charge for each item;

Extended total (unit costs x quantity);

This IFB number and the NNPS Purchase Order Number.

Z. Contractual Disputes:

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS 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 NNPS 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. 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.

AA. Warranty/Guarantee:

The Successful Bidder guarantees against defective or faulty material or workmanship for at least one (1) year or for the manufacturer's standard warranty period, whichever is greater, from date of acceptance by NNPS. To furnish adequate protection from damage for all work and to repair damages of any kind for which Successful Bidder or Successful Bidder's workmen are responsible, to the building or equipment, to Successful Bidder's own work, or to the work of others. Any merchandise or service provided under the contract which is or becomes defective during the warranty period shall be replaced by the Successful Bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year or manufacturer's standard warranty period, whichever is greater, from the date of acceptance of the replacement). The Successful Bidder shall make any such replacement immediately upon receiving notice from NNPS.

BB. Payment Terms:

To be eligible for payment, all labor, equipment and materials covered under Successful Bidder's invoice must be completed and accepted by NNPS. NNPS agrees to make payments under this contract within thirty (30) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due NNPS under the terms of this or any other agreement may be applied against Successful Bidder's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between NNPS and Successful Bidder regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any Product or Service or the accuracy or correctness of any invoice. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of bids. All other payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by Bidder shall be Net 45 days.

Special Educational or Promotional Discounts:

The contractor shall extend any special educational or promotional sale prices or discounts immediately to Newport News Public Schools during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

CC. Prompt Payment

NNPS will promptly pay for completed, delivered goods or services accepted under this Contract by the payment date established. The required payment date will be either: (i) the date on which payment is due under the terms of this Contract for the provision of the goods or services; or (ii) if a date is not established by this Contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after the invoice is rendered, whichever is later.

Within twenty (20) days after the receipt of the invoice or goods or services, NNPS shall notify the supplier of any defect or impropriety that would prevent payment by the payment date. Should NNPS fail to pay the Contractor by the pay date, finance charges may be assessed by the Contractor. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month. This will not apply to late payment provisions in any public utility tariffs or public utility negotiated Contracts. Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

In cases where payment to Contractor is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of this Contract.

Individual Contractors shall provide to NNPS their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

Within seven (7) days after Contractor receives payment from NNPS, Contractor shall take one or more of the following actions:

1. Pay all subcontractors for the proportionate share of the total payment received from NNPS attributable to the work performed by the subcontractors under this Contract;
2. Notify NNPS and all affected subcontractors, in writing, of Contractor's intention to withhold all or a part of each affected subcontractor's payment including the reason for nonpayment.
3. Pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after (7) seven days following receipt by the Contractor of payment from NNPS for work performed by the subcontractor under that Contract, except for amounts withheld, as allowed in #2 above.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of NNPS. A Contract modification will not be made for the purpose of providing reimbursement by NNPS for interest charges owed by Contractor. A cost reimbursement claim to NNPS shall not include any amounts for reimbursement of interest charges owed by Contractor.

DD. Payment by Electronic Funds Transfer

(a) Method of payment.

(1) All payments by Newport News Public Schools (NNPS) under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event NNPS is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request NNPS to extend payment due dates until such time NNPS makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide NNPS with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the NNPS Accounting Department (hereafter referred to as "Accounting") no later than 15 days prior to submission of the first request for payment. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the Accounting.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to Accounting.

(c) Mechanisms for EFT payment. NNPS may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association

(d) Suspension of payment.

(1) The NNPS is not required to make any payment under this contract until after receipt, by Accounting, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract.

(2) If the EFT information changes after submission of correct EFT information, NNPS shall begin using the changed EFT information no later than 30 days after its receipt by Accounting to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by Accounting. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because NNPS used the Contractor's EFT information incorrectly, NNPS remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of NNPS' release of the EFT payment transaction, and—

- (i) If the funds are no longer under the control of Accounting, NNPS is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of Accounting, NNPS shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve

System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to Accounting, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to NNPS, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. NNPS is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. Accounting shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. NNPS may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods Accounting is capable of executing. However, NNPS does not guarantee that any particular format or method of delivery is available and retains the latitude to use the format and delivery method most convenient to NNPS. If NNPS makes payment by check in accordance with paragraph (a) of this clause, NNPS shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to Accounting. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

NNPS Accounting Department Designated Contact:

Accounting Department
NNPS Administration Building
12465 Warwick Blvd.
Newport News, Virginia 23606
Tel: (757)591- 4513
Steven Kanehl, Accounting Supervisor
Steve.Kanehl@nn.k12.va.us

EE. Audits:

NNPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Successful Bidder, including, but not limited to those kept by Successful Bidder, its employees, agents, assigns, successors and subcontractors. Successful Bidder shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to NNPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Successful Bidder's office or place of business in Newport News, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Newport News, Virginia, which is convenient for NNPS. This paragraph shall not be construed to limit,

revoke, or abridge any other rights, powers, or obligations relating to audit which NNPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

FF. Non-Exclusivity:

NNPS reserves the right to procure goods or services covered under this contract from a third party when, in NNPS' sole discretion, it is deemed to be in NNPS' best interest.

SPECIAL TERMS AND CONDITIONS

A. Contract Term:

The initial contract will be for One (1) year, commencing on or about August 1, 2016 and expiring July 31, 2017.

B. Contract Extension:

This contract may be extended upon mutual agreement of both parties for Six (6) additional, one-year renewal terms, upon the same prices, terms, and conditions set forth in the negotiated contract resulting from this IFB.

C. Time is of the Essence

Time is of the essence in this Contract. Successful Bidder expressly acknowledges that in the performance of its obligations, NNPS is relying on timely performance and will schedule operations and incur obligations to third parties in reliance upon timely performance by Successful Bidder and may sustain substantial losses by reason of untimely performance.

D. Insurance:

1. Contractor shall submit to the NNPS Contract Administrator certificates of insurance, prior to beginning work under the contract and no later than ten (10) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to Owner, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the Owner or to the extent permitted by Virginia law.
3. The certificates of insurance shall list NNPS, 12465 Warwick Boulevard, Newport News, Virginia, 23606-0130, as the additional insured for the specified project as outlined in this IFB. Copies of actual endorsements to the policy shall be required to confirm any special request, such as, additional insured status. A COI shall not be issued or delivered that gives the impression there are coverage terms the referenced policy does not specifically provide.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE OWNER SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE OWNER SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

4. Insurance shall be maintained during the entire term of the contract and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage	\$1,000,000 Combined Single Limit
Miscellaneous Errors and Omissions with Intellectual Property Rights Coverage, Including Copyright Infringement	\$1,000,000
Umbrella/Excess Liability	\$5,000,000

The establishment of minimum limits of insurance by Owner does not reduce or limit the liability or responsibilities of the Contractor.

E. Unauthorized Disclosure of Information:

The Successful Bidder shall assume the entire responsibility and liability for any and all damages caused by or resulting from or arising out of the negligent or willful unauthorized disclosure of confidential information on the part of the Successful Bidder, its subcontractors, agents or employees under or in connection with this contract. The Successful Bidder shall save harmless and indemnify NNPS and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with, any and all such unauthorized disclosures, real or alleged. The Successful Bidder shall, upon written demand by NNPS, assume and defend, at the Successful Bidder's sole expense, any and all such suits or defense of claims alleging unauthorized disclosures of confidential information.

Any negligent or willful unauthorized disclosure of confidential information on the part of the Successful Bidder, its subcontractors, agents or employees under or in connection with this contract shall constitute a breach of the terms of this contract. NNPS may proceed by appropriate court action, including seeking injunctive relief, to prevent continuing unauthorized disclosures, and Successful Bidder shall save harmless and indemnify NNPS for court costs, litigation expenses and attorney's fees that it may pay or incur as the result of seeking to prevent or stop any and all unauthorized disclosures of confidential information.

F. Copyright/Patent Indemnity:

The Successful Bidder shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark, or patent, the Successful Bidder shall indemnify NNPS and hold NNPS harmless from any cost, expense, damage or loss incurred in any manner by NNPS on account of any such alleged or actual infringement.

G. Title to Equipment:

Successful Bidder shall pass to NNPS clear and unrestricted title to all equipment purchased under this contract upon payment of the purchase price.

H. Escalation/De-escalation:

NNPS may consider price adjustments, after the initial contract term, based solely upon manufacturer price increases/decreases. Any requests for price adjustments during a contract may not exceed the previous twelve-month rate of increase determined by the Consumer Price Index for U.S. Food and Beverages for All Urban Consumers.

I. Certification Regarding Debarment

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

Name of Official

Title

Firm or Corporation

Date

J. Attachment A - Pricing Schedule

See Excel spreadsheet attached

K. Attachment B: Certification of Compliance with Code of Virginia §22.1-296.1

I, _____, a duly authorized representative and officer of _____ (Contractor's name), in accordance with the Code of Virginia, §22.1-296.1, do certify that _____ (Contractor's name) hereby certify that the employees, subcontractors, partners, and representatives who will be in direct contact with students (i) have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) has not been convicted of a crime of moral turpitude. "Direct contact with students" is defined as "being in the presence of students during regular school hours or during school-sponsored activities."

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

Contractor is responsible for ensuring that each of its employees, subcontractors, partners, and representatives who will be in direct contact with students have certified the above and shall maintain such certifications on file for the duration of the contract period.

I do understand the above information and certify that the above statements are true.

(Contractor's Authorized Officer – Signature)

(Contractor's Authorized Officer – Printed Name)

(Title)

Annual-Food Products			SCHEDULE A - PRICING SCHEDULE			
Newport News Child Nutrition Services			Please submit the attachment as both a hard copy and an electronic copy, in Excel Format, on a Windows Compatible CD or USB Storage Device.			
IFB # 002-0-2017BH						
Line Item #	Quantity	UofM	NNPS Internal Item #	Item Description	Unit Price	Extended Price
1	2000	lb	A102	BEEF, CORNED BRISKET - DELI MEATS, Fully cooked, 2/7# avg. pcs/case List brand: _____ lbs/case _____	\$ _____ lb	\$ _____
2	2000	lb	A162A	BEEF ROAST - DELI MEATS, Fully cooked, 2/8-12# avg.pcs. per case List brand: _____ lbs/case _____	\$ _____ lb	\$ _____
3	250	case	A191	BEEF WAFER STEAKS, 100% beef, pre-cooked, chopped in bulk, lbs/cs _____ Approved brands: Silver Springs Farm 10030 or JTM CP5813 List Brand: _____	\$ _____ case	\$ _____
4	500	lb	A208	BACON, sliced precooked or prefried, frozen hickory smoked flavor. # slices lb. _____ Lbs./cs. _____ Approved brands: Swift 29691, Jones 33420 or Smithfield 4740 List approved brand _____	\$ _____ lb	\$ _____
5	500	cases	A306A	SAUSAGE PATTIES, precooked pork, 142/1.25oz, 12 lb./case, CN label Approved brands: Jimmy Dean #29667, Jones Golden Brown #18740, or Advance Pierre #3850 List approved brand _____	\$ _____ case	\$ _____
6	2200	boxes	A412B	FRANKFURTERS, turkey & pork, 8 to 1# (2oz.), 10# box, CN label Approved brands: Gwaltney #9310 or Stony Creek Farms#1765 List approved brand _____	\$ _____ box	\$ _____
7	10000	lb	A556A	TURKEY BREAST - DELI MEATS, fully cooked 2/8-9lbs per case List brand: _____ lbs/case _____	\$ _____ lb	\$ _____
8	2400	cases	A621	FISH PORTIONS, breaded sticks, 160/1oz/10 lb. case Approved brands: Interstate Seafood #463299 or Sea Star #0377 List Approved Brand: _____	\$ _____ case	\$ _____

9	400	cases	A626Y	FISH PORTIONS , Alaskan pollock, 3.6oz. oven ready, 2oz.meat/meat alternate, PUFI USDA grade "A" shield required. CN label. Product not to exceed 5 gr. fat per portion. Count/case _____ Approved brand: Viking Seafood-Krunchy Lites #06-693, Trident #481769, Iceland Seaford #22116 or Sea Star #1515 List Approved brand: _____	\$ _____	\$ _____
10	75	cases	A748A	CHEESE, MOZZARELLA 40lb/case List brand _____	\$ _____	\$ _____
11	175	cases	A750B	CHEESE, PARMESAN, GRATED, 6-5lb shakers per case Approved brand: Kraft or list equal _____	\$ _____	\$ _____
12	150	cases	A758B	CHEESE PROCESSED SWISS, 1/2 oz sliced, lbs/case _____ Approved brands: Schriver, Pauly or list equal _____	\$ _____	\$ _____
13	50	cases	A790D	MARGARINE , 30 lb case List brand: _____	\$ _____	\$ _____
14	100	cases	A791	MARGARINE , individual pats, approx. 90 count per pound, _____ lbs/cs, _____ pats per lb	\$ _____	\$ _____
15	200	cases	A812	CORN DOGS , fully cooked, Whole Grain breading, turkey frank, CN label, count/case _____ Approved brands: State Fair 28322, Foster Farms 95150 List approved brand: _____	\$ _____	\$ _____
16	2000	cases	A821	CORN DOG PIECES , fully cooked, Whole Grain breading, turkey frank, CN Label, ct/cs _____, Approved brands: State Fair 9180 or Foster Farms 96086 List approved brand: _____	\$ _____	\$ _____
17	25	cases	A833	LASAGNA SHEETS , frozen precooked, durum flour, whole fresh eggs, water, no preservatives or additives, 40-8x10 sheets Approved brand: Rotanelli's, Florence, Bernardi or Ore-Ida/Domani List Approved brand: _____ lbs/case _____	\$ _____	\$ _____

18	300	cases	A901	GARDENBURGER HAMBURGER , vegetarian burger Approved brand: Morning Star Gardenburger 840597116 CN No substitute	\$ _____ case	\$ _____
19	25000	lb	B337A	BROCCOLI SPEARS , frozen, grade A fancy 4.5" to 5" in lengths, total avg. case wt. 22 - 26 lbs. List brand _____ #pkg/cs _____ lbs/pkg _____	\$ _____ lb	\$ _____
20	500	lb	B370A	CAULIFLOWER , frozen, grade A, 12/2 lbs. packs per case. List brand _____ #pkg/cs _____ lbs/pkg _____	\$ _____ lb	\$ _____
21	150	cases	B380A	CORN ON THE COB , frozen, USDA, grade A Half ear, 3-4 inches in length List brand _____ ct/cs _____ lbs/cs _____	\$ _____ case	\$ _____
22	7000	lb	B510A	SPINACH, CHOPPED , frozen, grade A, 12/3 lbs. packs per case. List brand _____ #pkg/cs _____ lbs/pkg _____	\$ _____ lb	\$ _____
23	8000	lb	B562B	VEGETABLES, MIXED , fresh frozen green beans, lima beans, carrots, corn, peas. 12/2 lbs. packs per case. List Brand _____ #pkg/cs _____ lbs/pkg _____	\$ _____ lb	\$ _____
24	20000	lb	B796	POTATOES, ROUND-PUFF OR TOT USDA grade A-frozen, ovenready lbs/case _____ ct/case _____ cost per case \$ _____ Approved brands: Lamb-Weston Round-A-Bouts #A26, Cavendish #A04101E or McCain OIF00215A List approved brand _____	\$ _____ lb	\$ _____
25	1000	cases	B800	BREAKFAST BAR , ind. Wrapped, 51% Whole Grains, Provides 2 breads, four flavors Approved Brand: J&J Snack Foods Oatmeal Choc.Chip 40401, Apple Cinnamon 40403, Banana Choc. Chunk 40402, Oatmeal Raisin 40400, French Toast 40404, Apple Blueberry 40405	\$ _____ case	\$ _____

26	550	cases	B843B	COOKIES , 1.85oz, Reduced fat oven ready, 192 count per case Approved brand: Readi-Bake BeneFIT Chocolate Chip 14921, Candy 14922, Double Chocolate 14924	\$ _____	\$ _____
					case	
27	40	cases	B844	CROISSANTS, FRENCH , butter, sliced fresh, frozen, 2oz. Wt. count/cs. _____ cs/wt _____ Approved brands: Hadley Farms #203, Awrey, Allied, or Sara Lee	\$ _____	\$ _____
					case	
28	1000	cases	B846	DONUTS, PLAIN , indv. wrapped, CN Label, ready-to-serve meets 2 breads under the new USDA bread requirement Approved brand: Super Bakery # 18350	\$ _____	\$ _____
					case	
29	150	cases	B856	WAFFLE , made from enriched flour, frozen, 144ct/case Approved brand: Aunt Jemima or equal List brand _____	\$ _____	\$ _____
					case	
30	1000	cases	B876	PANCAKES MINI , ind. wrapped Single Serve, ovenable pouch, 1 pouch=2bread Approved brands: Kellogg's Eggo Maple 38000-49770 or Kellogg's Blueberry 38000-49768	\$ _____	\$ _____
					case	
31	1000	cases	B877	MINI BAGELS , ind. wrapped meets 2oz grain equivalent Approved brand: General Mills Strawberry 100-18000-38413-3 Cinnamon 100-18000-38399-0	\$ _____	\$ _____
					case	
32	1000	cases	B878	ULTRA BREAD SLICE, BANANA , ind. wrapped meets 2oz grain equivalent Approved brand: Super Bakery #7071	\$ _____	\$ _____
					case	
33	1000	cases	B879	APPLEWAYS BARS , ind. wrapped meets 2oz grain equivalent Approved brand: Darlington Apple #70100, Strawberry #70400	\$ _____	\$ _____
					case	
34	1000	cases	B880	YOGURT , ParfaitPro lowfat vanilla, 64 oz Approved brand: General Mills Yoplait	\$ _____	\$ _____
					case	
35	500	cases	B881	GRANOLA , bulk, vanilla flavor List Brand _____	\$ _____	\$ _____
					case	
36	15	boxes	B902D	PASTRY, DANISH , cherry, mini frozen baked, 1.25oz/72ct.box Approved brand: Awrey , Hadley #334 or list equal _____	\$ _____	\$ _____
					box	

37	15	boxes	B902M	PASTRY, MINI DANISH , round, assorted fillings, 180/1.0oz. Approved brand: Bake Crafters #348 or list equal _____	\$ _____ box	\$ _____
38	200	cases	B947C	WRAPS , flatbread, 10inchcheese jalapeno, 12/1 dozen Approved brand: Tyson original wrap #7835 No Substitute	\$ _____ case	\$ _____
39	25	cases	B947D	WRAPS , flatbread, 10 inch spinach, 12/1 dozen Approved brand: Tyson original wrap #7853 No Substitute	\$ _____ case	\$ _____
40	75	cases	B947E	WRAPS , flatbread, 10 inch honey wheat, 12/1 dozen Approved brand: Tyson original wrap 7838 No Substitute	\$ _____ case	\$ _____
41	100	cases	B948	BURRITO TORTILLA SHELLS , flour, 8 inch, pre-cooked Approved brands: Old El Paso, Tyson or list equal _____ list ct/cs _____ wt/cs _____	\$ _____ case	\$ _____
42	400	cases	C109A	APPLESAUCE , unsweetened, regular texture, natural color, grade A, 6/#10 cans or pouches Approved brands: Lucky Leaf#31000, White House, or Motts List approved brand _____	\$ _____ case	\$ _____
43	10	each	C123B	CHERRIES , maraschino halves, medium approx.1300-1600 halves-1/2 gln. list brand _____	\$ _____ case	\$ _____
44	35	cases	C126A	CRANBERRY SAUCE , jellied, grade A, 6/#10 Approved brand: Oceanspray or list equal _____	\$ _____ case	\$ _____
45	400	cases	C129C	FRUIT COCKTAIL , packed in water, 6/#10 Approved brand: Nifda or list equal _____	\$ _____ case	\$ _____
46	400	cases	C156A	PEACHES , packed in water, 6/#10 Approved brand: Nifda or list equal _____	\$ _____ case	\$ _____
47	400	cases	C167A	PEARS , packed in water, 6#10 Approved brand: Nifda or list equal _____	\$ _____ case	\$ _____

48	900	cases	C183A	PINEAPPLE TIDBITS , packed in water, 6#10 Approved brand: Nifda or list equal _____	\$ _____ case	\$ _____
49	150	cases	C203	FRUIT DRINK MIX, FRUIT PUNCH , artificial flavor, 12/26oz. List brand _____	\$ _____ case	\$ _____
50	250	cases	C203B	FRUIT DRINK MIX, LEMONADE , artificial flavor, 12/26oz. List brand _____	\$ _____ case	\$ _____
51	15	cases	C320A	BEANS, BABY LIMA , tiny grade A fancy, 6/#10 List brand _____ lbs. per case _____	\$ _____ case	\$ _____
52	150	cases	C333A	BEANS, GREEN CUT , US Grade B or better Low Sodium, 140mg per serving Approved Brand: Hanover or List Equal _____	\$ _____ case	\$ _____
53	200	cases	C333A	BEANS, VEGETARIAN, BAKED , US Grade A Approved Brand: Hanover or List Equal _____	\$ _____ case	\$ _____
54	150	cases	C402A	CARROTS, SLICED , US grade B, low sodium, 140mg per serving, small, (1-1/8 to 1-1/2 inch), 6/#10 List brand _____ lbs. per case _____	\$ _____ case	\$ _____
55	50	cases	C430A	CORN, WHOLE , golden kernel, US Grade B Low Sodium, 140 mg per serving Approved brands: Nifda or list equal _____ label _____	\$ _____ case	\$ _____
56	100	cases	C502A	PEAS, GREEN , early variety, 3 sieve, grade A fancy, 6/10# List brand _____	\$ _____ case	\$ _____
57	300	cases	C650A	POTATOES, SWEET , cut moist orange variety, light syrup, grade B, Approved Brand: Nifda or list equal _____	\$ _____ case	\$ _____
58	60	cases	C703B	TOMATO CATSUP , US Grade A, 6/10# cans Approved brand: Heinz, Hunts or Red Gold List approved brand _____	\$ _____ case	\$ _____

59	65	cases	C712	TOMATO PASTE , light (26%) concentration, grade A, 6/10#, List brand _____	\$ _____ case	\$ _____
60	50	cases	C727	TOMATOES , whole peeled, grade A, 6/#10 List brand _____	\$ _____ case	\$ _____
61	200	cases	C880C	TUNA, CHUNCK LIGHT , water packed, 6/66.5oz cans List brand _____	\$ _____ case	\$ _____
62	25	cases	C925	NOODLES, CHOW MEIN , 6/10# List brand _____	\$ _____ case	\$ _____
63	85	boxes	C932	PASTA, ELBOW MACARONI , from durum wheat semolina, 20# per box List brand _____	\$ _____ box	\$ _____
64	25	boxes	C933	PASTA, EGG , medium, from durum wheat semolina #1 noodles, 10 lbs. box List brand _____	\$ _____ box	\$ _____
65	100	boxes	C936	PASTA, SPAGHETTI , whole Wheat long, thin, durum semolina 20# per box List brand _____	\$ _____ box	\$ _____
66	300	cases	C950	POTATOES, AU GRATIN , dehydrated sliced potatoes No margarine or milk required. Approved brand: Idahoan Real Au Gratin #888 or list equal _____	\$ _____ case	\$ _____
67	300	cases	C956	POTATOES, INSTANT MASHED , granules or pearls w/ vitamin C, 6/#10 cans or pouches Approved brands: Pillsbury, Potato Pearls(Basic Amer. Foods), or Idahoan 20435 or Chef Master lbs/case _____ List Approved Brand _____	\$ _____ case	\$ _____
68	10	cases	C959A	RAISINS , US grade A, 30# case List brand _____	\$ _____ case	\$ _____
69	225	bags	C960	RICE, LONG GRAIN white, U.S. No.1 enriched, 25 lbs. bag List brand _____	\$ _____ bag	\$ _____
70	20	cases	D004	BAKING POWDER , double acting, 4/10# List brand _____	\$ _____ case	\$ _____

71	20	cases	D006	BAKING SODA , 24/1# case List brand _____	\$ _____ case	\$ _____
72	25	cases	D006B	BASE, BEEF 6/1#, low soduim Approved brands: Custom 344 or Lagout 75851	\$ _____ case	\$ _____
73	75	cases	D006C	BASE, CHICKEN 6/1#, low soduim Approved brands: Custom 0144 or Lagout 75850	\$ _____ case	\$ _____
74	75	cases	D006F	BASE, HAM 6/1#, low soduim List brand _____	\$ _____ case	\$ _____
75	35	bags	D040A	CORN MEAL , yellow enriched, 25# bag List brand _____	\$ _____ bag	\$ _____
76	10	cases	D044	CORN STARCH , 24/1# pure fn. pulverized List brand _____	\$ _____ case	\$ _____
77	25	cases	D056	CROUTONS, SEASONED , individual 1 oz pack, count/case _____ List brand _____	\$ _____ case	\$ _____
78	50	bags	D073	FLOUR , bread enriched Approved brand: Pillsbury 4X	\$ _____ bag	\$ _____
79	15	bags	D074	FLOUR, WHEAT , enriched List bag/box wt. _____ List brand: _____	\$ _____ case	\$ _____
80	150	cases	D093C	GELATIN ASSORTED , vitamin C enriched, 12/24oz. Approved brand: Royal, Restaurant's Pride or List equal _____	\$ _____ case	\$ _____
81	100	cases	D144A	OIL, SLALAD TYPE 6/1 gal. List type _____ List brand _____	\$ _____ case	\$ _____
82	225	cases	D144C	OIL, PAN COATING , spray-prevents food from sticking 6/14oz can Approved brand: Vegalene, Pam, Wesson, or Elite List approved brand _____	\$ _____ case	\$ _____
83	40	cases	D144C	PAN COATING, BUTTER FLAVORED SPRAY , 6/14oz can Approved brand: Butter Buds No Substitute	\$ _____ case	\$ _____

84	30	cases	D152	ONION, DEHYDRATED , chopped 6/3# case Approved brand: McCormick or list equal _____	\$ _____ case	\$ _____
85	10	cases	D163	BROWNIE , Individually wrapped, chewy nut brownie with fudge icing, 24ct/case Approved Brand: Sara Lee 8640 No Substitute	\$ _____ case	\$ _____
86	10	cases	D164	CARROT CAKE , Individually wrapped, 24ct/case Approved Brand: Sara Lee 8645 No Substitute	\$ _____ case	\$ _____
87	10	cases	D165	POUND CAKE , Individually wrapped, 24ct/case Approved Brand: Sara Lee 8630 No Substitute	\$ _____ case	\$ _____
88	75	cases	D180G	PUDDING, CHOCOLATE , ready-to-serve individual 4oz cups, shelf stable Approved Brands: Gehl's No Substitute	\$ _____ case	\$ _____
89	75	cases	D180V	PUDDING, VANILLA , ready-to-serve individual 4oz cups, shelf stable Approved Brands: Pocahontas, Nugget, Approved Brands: Gehl's No Substitute	\$ _____ case	\$ _____
90	75	bags	D192	SALT, IODIZED , 25# bag List brand _____	\$ _____ case	\$ _____
91	120	bags	D240C	SUGAR, LIGHT BROWN , cane, 50# bag Approved brand: Domino or List equal _____	\$ _____ bag	\$ _____
92	100	cases	D253	TEA, INSTANT , yield 50/.75oz pouch Approved brand: Nestles #4457	\$ _____ bag	\$ _____
93	20	cases	D274	WHIP TOPPING , dry mix 12-8 1/2oz. Approved brand: Dreamwhip	\$ _____ bag	\$ _____

94	100	cases	D407D	DRESSING, CATALINA , 4/1 gal Approved brands: Valley Pride/Duke/Kens List approved brand _____	\$ _____	case	\$ _____
95	60	cases	D408	DRESSING, FRENCH , non-separating 4/1gl. Approved brands: Valley Pride/Duke/Kens List approved brand _____	\$ _____	case	\$ _____
96	100	cases	D410	DRESSING, ITALIAN , 4/1 gallon Approved brands: Valley Pride/Duke/Kens List approved brand _____	\$ _____	case	\$ _____
97	125	cases	D426A	DRESSING, RANCH , 4/1 gallon Approved brands: Valley Pride/Duke/Kens List approved brand _____	\$ _____	case	\$ _____
98	25	cases	D426B	DRESSING, RANCH, FAT FREE , 4/1 gal Approved Brand: Kraft #4646 or list equal _____	\$ _____	case	\$ _____
99	10	cases	D436	LEMON JUICE , reconstituted, quart #qts/case _____ List brand _____	\$ _____	case	\$ _____
100	125	cases	D439A	MAYONNAISE, REDUCED FAT , 4/1 gallon Approved brands: Kraft, Hellmans or list equal _____	\$ _____	case	\$ _____
101	10	cases	D448A	MUSTARD , prepared salad type, mild yellow 4/1 gal. size List brand _____	\$ _____	case	\$ _____
102	50	cases	D449	OLIVES, BLACK, SLICED , 4/1 gallon List brand _____	\$ _____	case	\$ _____
103	75	cases	D451	PEPPERS, MILD, BANANA RINGS , 4/1 gallon List brand _____	\$ _____	case	\$ _____
104	115	cases	D452A	PEPPERS, JALAPENO, SLICED , 4/1 gallon List brand _____	\$ _____	case	\$ _____
105	100	cases	D461	PICKLES DILL , whole, extra standard, U.S. grade B, 4/1 gln. List brand _____	\$ _____	case	\$ _____

106	50	cases	D472	PICKLES, SWEET RELISH , green, 4/1 gln. glass jars, grade A List brand _____	\$ _____ case	\$ _____
107	210	cases	D476	PICKLES, BREAD & BUTTER cross-cut 4/1 gln. glass jar, grade A List brand _____	\$ _____ case	\$ _____
108	150	cases	D484A	SAUCE, BARBECUE , mild, 4/1 gal. Approved brand: French's Cattlemen, Open Pit List approved brand _____	\$ _____ case	\$ _____
109	75	cases	D504	SAUCE, HOT , 12/12oz. Approved brand: Texas Pete or Frank's List approved brand _____	\$ _____ case	\$ _____
110	75	cases	D505	SAUCE, HOT , 4/1gallon to include pump accessory Approved brand: Texas Pete or Frank's List approved Brand _____	\$ _____ case	\$ _____
111	700	cases	D506	SAUCE, CHEESE, MILD #10can heat-n-serve Approved brand: Venice Maid/Entertmt. Style, Sysco/Reliance, Chef Mate Basic Cheddar, Gehl, Nestle or list equal _____	\$ _____ case	\$ _____
112	250	cases	D511	SALSA W/ GREEN CHILES , mild, 4/1 gallon Approved brand: Old El Paso, Red Gold or list equal _____	\$ _____ case	\$ _____
113	15	cases	D512	SAUCE, SOY , 4/1 gal. List brand _____	\$ _____ case	\$ _____
114	75	cases	D516	SAUCE, SPAGHETTI w/tomato bits 6/10# Approved brands: Hunts/Contadina/Ragu/Red Gold List approved brand _____	\$ _____ case	\$ _____
115	10	cases	D528	SAUCE, WORCESTERSHIRE , 4/1 gal. Approved brand: French's No Substitute	\$ _____ case	\$ _____
116	10	cases	D580	VINEGAR, WHITE , distilled, 4/1 gal., glass or plastic jar only. List brand _____	\$ _____ case	\$ _____

117	10	cases	D584	VINEGAR, APPLE CIDER, 5% acidic acid 4/1 gal., glass or plastic jar only. List brand _____	\$ _____ case	\$ _____
118	4000	cases	D601B	CEREAL, 3/4 oz. bowl, 96ct/case assorted varieties of low and reduced sugar cereals 1 variety per case. Approved brands: General Mills or Kellogg's List approved brand _____ List variety: _____	\$ _____ case	\$ _____
119	200	cases	D605	CEREAL BARS, RICE KRISPIE, two flavors Approved brand: Kellogg's Chocolate 38000-48399, Kellogg's Apple Cinnamon 38000-48396	\$ _____ case	\$ _____
120	300	cases	D607	CRACKERS, BUG BITES, whole grain Approved brand: Keebler 30100-50687	\$ _____ case	\$ _____
121	250	cases	D609A	CRACKERS, GRAHAM, 150/3pack individual wrapped, enriched flour, Meets 1 bread serving Approved brand: Keebler #30073 or list equal _____	\$ _____ case	\$ _____
122	150	cases	D609B	CRACKERS, INDIVIDUAL GRAHAMS 3/4oz – 1oz bags in assorted flavors Approved brands: Keebler- Original #40212, Cinnamon #40220 Chocolate #40238, Chocolate Chip #40225 or Mrs. GoodCookie Belly Bears- Honey #56041, Chocolate #56040, Cinnamon #56042 List Approved Brand: _____	\$ _____ case	\$ _____
123	100	cases	D609C	CRACKERS, BEAR GRAHAMS, 300/.9oz packages, Meets 1 bread serving Approved brand: MJM – Chocolate #40200 Apple Cinnamon #40300 Vanilla #40400 No Substitute	\$ _____ case	\$ _____
124	800	cases	D609D	CRACKERS, CHEDDAR CHEESE, 100/.75oz. bags Meets 1 bread serving Approved brands: Cheez-it Scrabble Jr 24100-51105	\$ _____ case	\$ _____
125	250	cases	D609D	CRACKERS, BAKED GRAHAM CRACKER STICKS, Meets 1 bread serving, cinnamon flavored, 175 count per case Approved brand: Kelloggs Scooby-Doo Graham Cracker Sticks	\$ _____ case	\$ _____

126	125	cases	D617C	DRESSING, FRENCH, LOW-FAT OR FAT FREE 200/9gram indiv. Count per case _____ List brand _____	\$ _____ case	\$ _____
127	2100	cases	D618	DRESSING, RANCH, LOW-FAT OR FAT FREE 200/9gram indiv., Count per case _____ List brand _____	\$ _____ case	\$ _____
128	50	cases	D624B	DRESSING, 1000 ISLAND, 200/9gram indiv. List brand _____	\$ _____ case	\$ _____
129	250	cases	D624C	DRESSING, ITALIAN, LOW-FAT OR FAT FREE 200/9gram indiv., Count per case _____ List brand _____	\$ _____ case	\$ _____
130	150	boxes	D634	HONEY, 200/9 gram indiv. packs List cost per pack \$ _____ List brand _____	\$ _____ box	\$ _____
131	100	cases	D634	JELLY, ASSORTED, 1/2oz. individual container, grade A (qty. based 200ct) count/case _____ cost/pack \$ _____ List brand _____	\$ _____ case	\$ _____
132	800	cases	D643A	MAYONNAISE, 200/9gram squeeze pack List brand _____	\$ _____ case	\$ _____
133	400	cases	D646	MUSTARD, prepared indiv. 200/5.5oz squeeze pack grade A, (qty based on 1M/ct) List brand _____ ct/cs _____	\$ _____ case	\$ _____
134	90	cases	D650C	PEPPER BLACK, indiv. 3000/.3gr paper List brand _____ ct/cs _____	\$ _____ case	\$ _____
135	25	cases	D652	RELISH, PICKLE, sweet green, 500/9gram, squeeze pack Approved brand: Heinz #53150 or list equal _____ ct/cs _____	\$ _____ case	\$ _____
136	375	cases	D653E	FRUIT SNACKS, Reduced Suagr, indiv. snacks Count per case _____ Approved brand: betty Crocker Fruit Shapes, S.E. Scooby Doo No Substitute	\$ _____ case	\$ _____

137	375	cases	D655	SLUSHIES , 4oz bags, 100% fruit juice Approved brand: Rips Cool Tropis in assorted flavors	\$ _____ case	\$ _____
138	500	cases	D656	SAUCE, BARBECUE , indiv. 200/1oz/case List brand _____ ct/cs _____	\$ _____ case	\$ _____
139	650	cases	D660	SAUCE, TACO , individual, 9gram, squeeze pack 500 count per case List brand _____ ct/cs _____	\$ _____ case	\$ _____
140	100	cases	D664	SAUCE, TARTAR , 200/9gram squeeze pack List brand _____ ct/cs _____	\$ _____ case	\$ _____
141	20	cases	D670A	SUGAR, GRANULATED , individual, 1 tsp. paper 2000 count per case List brand _____ ct/cs _____	\$ _____ case	\$ _____
142	10	cases	D670B	SUGAR SUBSTITUTE , individual 1 tsp. paper 2500 count per case Approved brand: Sweet-N-Low or list equal _____ ct/cs _____	\$ _____ case	\$ _____
143	1200	cases	D670C	SYRUP, MAPLE , indiv. 1-1/2oz. tubs 100 count per case list brand _____ ct/cs _____	\$ _____ case	\$ _____
144	2500	cases	D686C	TOMATO CATSUP , 9gram, 1000ct. indiv. squeeze pack, no substitute Approved brand: Heinz, Hunts or Red Label list approved brand _____ ct/cs _____	\$ _____ case	\$ _____
				Spices Approved Brands: McCormick, Sauer, Durkee, Capt. Max, Lawrys, Master Choice, Old Mansion or Gel Brand		
				List Approved brand _____		
145	125	cases	D766A	CINNAMON, GROUND , 12,16oz cans	\$ _____ case	\$ _____
146	130	cases	D814	GARLIC POWDER , 12/18oz cans	\$ _____ case	\$ _____
147	10	cases	D820	GARLIC SALT , 12/32oz cans	\$ _____ case	\$ _____

148	150	cases	D832	GRAVY BASE, BROWN , instant, Low Sodium Approved Brand: Lawrys, Old Mansion or LeGout List Approved Brand:_____	\$_____	\$_____
					case	
149	225	cases	D838	GRAVY BASE, CHICKEN , instant, Low Sodium Approved Brand: Lawrys, Old Mansion or LeGout List Approved Brand:_____	\$_____	\$_____
					case	
150	100	cases	D948	SALT, SEASON-ALL , 12/38oz cans	\$_____	\$_____
					case	
151	50	cases	D952	SEASONING, FRENCH FRY , Low Sodium Approved brands: Lawrys, Old Mansion or list equal:_____	\$_____	\$_____
					case	
152	35	cases	D958	SEASONING, no salt , Approved Brand: Mrs. Dash	\$_____	\$_____
					case	
153	150	cases	D978A	SEASONING, TACO OR NACHO , 12/9oz bags	\$_____	\$_____
					case	
THE FOLLOWING ITEMS WILL BE AWARDED ALL OR NONE AND DELIVERED DIRECT TO THE SCHOOLS WEEKLY AND TO THE WAREHOUSE AS NEEDED						
154	600	cases	A514	CHICKEN RINGS , whole grain breading, cooked, frozen, CN label, 5 pieces meet 2 oz. of meat/meat-alternative, Approved Brands: Kings Delight # 1350 or Proview # 42010, or Advance Pierre # 68028	\$_____	\$_____
					case	
155	2500	cases	A516A	CHICKEN BREAST PATTIES , whole grain breading, fully cooked, meets 2oz meat/meat alternate, CN label ct/cs_____	\$_____	\$_____
				Approved brands:Tyson 70304, Proview 50315 List Approved Brand_____	case	
156	2500	cases	A509	CHICKEN NUGGETS , whole grain breading, cooked, frozen, CN label, number of nuggets that meets 2oz of meat/meat-alternative,_____ ct/cs_____	\$_____	\$_____
				Approved brand: Tyson #70364, Proview #40009, or Kings Delight #1311 List Approved brand_____	case	
157	600	cases	A510	CHICKEN TENDERS , whole grain breading, cooked, frozen, CN label, number of tenders that meets 2oz of meat/meat-alternative,_____ ct/cs_____	\$_____	\$_____
				Approved brand: Tyson #70334, Proview #46115, or List Approved brand_____	case	

158	400	cases	A511	SHRIMP POPPERS , whole grain breading, cooked, frozen, CN label, number of poppers that meets 2oz of meat/meat-alternative, _____ ct/cs _____ Approved brand: Rich Products #47039	\$ _____ case	\$ _____
159	1000 cs	cases	A903	ROLL, WHOLE GRAIN, frozen dough ball, 2oz Approved brand: Ready Bake Benefit 01509	\$ _____ case	\$ _____
160	140,000	lb	B746B	POTATOES, FRENCH FRIES, BAKABLE ¼” crispy shoestring, oven ready with coating Approved brands: Cavendish Farms Always Crisp Shoestring #561006601 Simplot Infinity Shoestring #10071179470076 or McCain MCF 03786 List approved brand: _____	\$ _____ lb	\$ _____
161	40,000	lb	B796	POTATOES, SWEET WAFFLE USDA grade A-frozen, ovenready lbs/case _____ ct/case _____ Approved brands: McCain #05074	\$ _____ lb	\$ _____
162	7000	cases	D169	NACHO CHIPS , round stone-ground whole grain corn. NO sulfites, cholesterol or preservatives. Ready-to-Serve Approved brand: Snyders #103574 or Utz List approved brand _____ lb/cs _____	\$ _____ case	\$ _____
163	1000	cases	D620	DRINKS, CANNED, 100% Fruit Juice, 24/11.5 OZ. Flavors: orange, Pineapple-orange, apple, kiwi-strawberry, fruit punch & grape Approved Brands: Very Fine & Florida Natural List Brand _____	\$ _____ case	\$ _____
164	600	cases	D620	DRINKS, CANNED, Carbonated 100% Fruit Juice, 24/8oz Flavors: watermelon strawberry, black cherry, kiwi-strawberry fruit punch, grape, & orange tangerine Approved Brands: Switch	\$ _____ case	\$ _____
165	500	cases	D621	WATER, SPRING, 16oz List Brand: _____	\$ _____ case	\$ _____
166	800	cases	D622	WATER, SPRING, 8oz List Brand: _____	\$ _____ case	\$ _____
167	500	cases	D623	WATER, FLAVORED, ZERO CALORIE 16oz Approved Brands:Fruit2O & Aquacal	\$ _____ case	\$ _____

168	500	cases	D624	WATER, NUTRIENT ENHANCED, flavored, 0 calorie 16oz Flavors: Berry, Black Cherry, Kiwi Strawberry Approved Brands: Propel	\$ _____	\$ _____
					case	
169	500	cases	D630	CHIPS, BAKED, 104 bags/case Approved brand: Frito-LayCrunchy Cheetos 21642	\$ _____	\$ _____
					case	
170	500	cases	D631	CHIPS, BAKED, 104 bags/case Approved brand: Multigrain Sun chips, plain 11151	\$ _____	\$ _____
					case	
171	500	cases	D632	CHIPS, BAKED, 104 bags/case Approved brand: French Onion Sunchips 11153	\$ _____	\$ _____
					case	
172	500	cases	D633	CHIPS, BAKED, 104 bags/case Approved brand: Garden Salsa Sun Chips 36445	\$ _____	\$ _____
					case	
173	500	cases	D634	CHIPS, BAKED, 104 bags/case Approved brand: Harvest Cheedar Sun chips 11152	\$ _____	\$ _____
					case	
174	100	cases	D631	CHIPS, BAKED, 104 bags/case Approved brand: Frito-Lay Baked Tositito Scoops 42537	\$ _____	\$ _____
					case	
175	500	cases	D632	CHIPS, BAKED, 60 bags/case Approved brand: Frito-Lay BBQ 32078	\$ _____	\$ _____
					case	
176	100	cases	D633	CHIPS, BAKED, 60 bags/case Approved brand: Frito-Lay regular 33625	\$ _____	\$ _____
					case	
177	400	cases	D634	CHIPS, BAKED, 60 bags/case Approved brand: Frito-Lay Baked sour cream&onion 33627	\$ _____	\$ _____
					case	
178	400	cases	D635	CHIPS, BAKED, 60 bags/case Approved brand: Frito-Lay Cheddar Sour Cream 38223	\$ _____	\$ _____
					case	
179	400	cases	D636	CHIPS, BAKED, Doritos 88 bags/case Approved brand: Frito-Lay Nacho Chese 20002	\$ _____	\$ _____
					case	
180	400	cases	D637	CHIPS, Reduced Fat Doritos, 72 bags/case Approved brand: Frito-Lay Baked Spicy Sweet 08872	\$ _____	\$ _____
					case	
181	400	cases	D638	CHIPS, Reduced Fat Doritos, 72 bags/case Approved brand: Frito-Lay Nacho Cheese 31748	\$ _____	\$ _____
					case	
182	400	cases	D639	CHIPS, Reduced Fat Doritos, 88 bags/case Approved brand: Frito-Lay Cooler Ranch 36096	\$ _____	\$ _____
					case	

183	400	cases	D640	POPCORN, WHITE CHEDDAR, Reduced Fat, 72 bags/case Approved brand: Frito-Lay Smartfood 30984	\$ _____ case	\$ _____	
184	400	cases	D640	POPCORN, SEA SALT CARAMEL, Reduced Fat, 72bags/case Approved brand: Frito-Lay Smartfood 30984	\$ _____ case	\$ _____	
185	300	cases	D642	CHEX MIX, Reduced Fat, 60 bags/case Approved brand: General Mills Cheddar 19298	\$ _____ case	\$ _____	
186	200	cases	D643	CHEX MIX, Reduced Fat, 60 bags/case Approved brand: General Mills Traditional 19909	\$ _____ case	\$ _____	
187	500	cases	D644	RICE KRISPIE TREAT, 1.3oz Approved brand: Kellogg's 26547	\$ _____ case	\$ _____	
188	500	cases	D645	COOKIE, MINI, Reduced Fat, 45/1.2oz Approved brand:Linden's 200 calorie Choc. Chippers	\$ _____ case	\$ _____	
189	500	cases	D646	COOKIE, MINI, Reduced Fat, 45/1.2oz Approved brand:Linden's Butter Crunchers	\$ _____ case	\$ _____	
190	500	cases	D647	FRUIT BY FOOT fruit snack, 96/.5oz Approved brand:Fruit by the Foot	\$ _____ case	\$ _____	
				The following items are packaged in bags and are designed to be dispensed in specialized dispensers designed for the bags.			
				Approved Brands: Hellmann's & Heinz			
191	600	cases	D426C	DRESSING, RANCH, 2/1.5 gallon	\$ _____ case	\$ _____	
192	350	cases	D439B	MAYONNAISE, 2/1.5 gallon	\$ _____ case	\$ _____	
193	1200	cases	D442	KETCHUP 2/1.5 gallon	\$ _____ case	\$ _____	
194	50	cases	D448B	MUSTARD, yellow prepared 2/1.5 gallon	\$ _____ case	\$ _____	
195	270	cases	D484B	SAUCE, BARBECUE 2/1.5 gallon	\$ _____ case	\$ _____	
196	250	cases	D484C	SAUCE, HONEY MUSTARD 2/1.5 gallon	\$ _____ case	\$ _____	

		These items will be delivered weekly to each of five high schools, eight middle schools and Aviation Academy.					
		Delivery to New Horizons and SCOT Warehouse upon request. List weekly delivery day _____					
		THE FOLLOWING IS A LIST OF SCHOOLS AND THEIR ADDRESSES:					
		Denbigh High School - 259 Denbigh Blvd., 23602					
		Heritage High School - 5800 Marshall Ave., 23607					
		Menchville High School - 275 Menchville Rd., 23602					
		Warwick High School - 51 Copeland Lane, 23601					
		Woodside High School - 13450 Woodside Lane, 23608					
		Crittenden Middle School - 6158 Jefferson Ave., 23605					
		Dozier Middle School - 432 Industrial Park Dr., 23602					
		Gildersleeve Middle School - 1 Minton Dr., 23606					
		Hines Middle School - 591 McLawhorne Dr., 23605					
		Huntington Middle School - 3401 Orcutt Ave., 23607					
		Mary Passage Middle School - 400 Atkinson Way, 23608					
		B.T. Washington Middle School - 3700 Chestnut Ave., 23607					
		Aviation Academy - 900 Bland Blvd., 23602					
		New Horizons - 13400 Woodside Lane, 23608					
		CUMULATIVE TOTAL FOR ALL ITEMS QUOTED \$ _____					

NNPS Schools Directory and Address Listing

Elementary Schools (24)

An Achievable Dream	726 -16th Street, 23607	(757) 928-6827
Carver	6160 Jefferson Avenue, 23605	(757) 591-4950
Charles	701 Menchville Road, 23602	(757) 886-7750
Deer Park	11541 Jefferson Avenue, 23601	(757) 591-7470
Dutrow	60 Curtis Tignor Road, 23608	(757) 886-7760
Epes	855 Lucas Creek Road, 23608	(757) 886-7755
General Stanford	929 Madison Avenue, Ft Eustis 23604	(757) 888-3200
Greenwood	13460 Woodside Lane, 23608	(757) 886-7744
Hidenwood	501 Blount Point Road, 23606	(757) 591-4766
Hilton	225 River Road, 23601	(757) 591-4772
Jenkins	80 Menchville Road, 23602	(757) 881-5400
Kiln Creek	1501 Kiln Creek Parkway, 23602	(757) 886-7961
Lee Hall	17346 Warwick Boulevard, 23603	(757) 888-3320
Magruder	1712 Chestnut Avenue, 23607	(757) 928-6838
McIntosh	185 Richneck Road, 23608	(757) 886-7767
Nelson	826 Moyer Road, 23608	(757) 886-7783
Newsome Park	4200 Marshall Avenue, 23607	(757) 928-6810
Palmer	100 Palmer Lane, 23602	(757) 881-5000
Richneck	205 Tyner Drive, 23608	(757) 886-7772
Riverside	1100 Country Club Road, 23606	(757) 591-4740
Sanford	480 Colony Road, 23602	(757) 886-7778
Saunders	853 Harpersville Road, 23601	(757) 591-4781
Sedgefield	804 Main Street, 23605	(757) 591-4792
Yates	73 Maxwell Lane, 23606	(757) 881-5450

Middle Schools (8)

An Achievable Dream	5720 Marshall Ave, 23605	(757) 283-7820
Crittenden	6158 Jefferson Avenue, 23605	(757) 591-4900
Dozier	432 Industrial Park Drive, 23608	(757) 888-3300
Gildersleeve	1 Minton Drive, 23606	(757) 591-4862
Hines	561 McLawhorne Drive, 23601	(757) 591-4878
Huntington	3401 Orcutt Avenue, 23607	(757) 928-6846
Passage	400 Atkinson Way, 23608	(757) 886-7600
Washington	3700 Chestnut Avenue, 23607	(757) 928-6860

High Schools (6)

An Achievable Dream	5720 Marshall Ave, 23605	(757) 283-7820
Denbigh	259 Denbigh Boulevard, 23608	(757) 886-7700
Heritage	5800 Marshall Avenue, 23605	(757) 928-6100
Menchville	275 Menchville Road, 23602	(757) 886-7722
Warwick	51 Copeland Lane, 23601	(757) 591-4700
Woodside	13450 Woodside Lane, 23608	(757) 886-7530



July 13, 2016

Addendum # 1

QUESTIONS & ANSWERS

TO: ALL PROSPECTIVE BIDDERS

RE: IFB 002-0-2017BH

The above referenced IFB is hereby clarified as follows:

1. We received the above from a distributor but do not see the Rich Products, Corp. French toast sticks nor cheese crunchers you are currently purchasing direct. Will there be an addendum for additional frozen foods forthcoming?

Only the products listed in the IFB are included.

2. Can you please advise is this bid is a school site delivery or a warehouse delivery drop location?

Refer to Section B; Specific Requirements, item 7 of the IFB.

3. Does the St of VA Cert have to be issued for this bid to be considered?

Bidder shall comply with all General Terms and Special Terms and Conditions as listed in the IFB.

4. We are in the process in obtaining said certificate but will not have it in time of the bid opening?

Bidder shall comply with all General Terms and Special Terms and Conditions as listed in the IFB.

5. For clarification: On page 1, DELIVERY: State your earliest firm delivery or performance date: 20____. This date may be a factor in making the award. DELIVERY TIME: _____, Is this a year bid? I don't understand this section.

Reference Special Terms and Conditions, item A; Contract Term and item B; Contract Extension.

6. I am the Kraft Heinz Company account manager for the Tidewater area and noticed on the NN bid the dispenser pouches (either Hellman's or Heinz). Do you currently have the Heinz I don't see if this is an approved only brand bid or if I can bid other equal products?

NNPS utilizes the Heinz brand dispensers.

7. Are samples due & what are the sizes needed for sample testing?

Refer to Scope of Work, Specific Requirements, item 4 & 5 of the IFB.

All other provisions of the IFB shall remain unchanged. These clarifications shall become part of the IFB package, and Bidder shall acknowledge receipt of the Addendum by signing in the space provided below and returning it with its bid.

Name: _____
(Prospective Bidder)

Signature: _____

Sincerely,

Bill Huskey, VCO
Buyer



July 21, 2016

Addendum # 2

TO: ALL PROSPECTIVE BIDDERS

RE: IFB 002-0-2017BH

The above referenced IFB is hereby clarified as follows:

1. For all purchases, NNPS complies with the “buy American “clause required by USDA.
2. On line item # 33 of the pricing schedule, NNPS will consider alternate flavors.
3. NNPS will only consider Tyson brand products on Line items 38 & 40 of the pricing schedule.
4. NNPS will consider .25 or .5 oz. size for line item 77 of the pricing schedule.
5. On line items 45, 46 and 47 of the pricing schedule, NNPS prefers items packed in juice but will consider items packed in light syrup.
6. Line item 190 in the pricing schedule must be bid as requested by NNPS.
7. Line items 185 and 186 may list old codes in the pricing schedule; NNPS requests the bidder provide/bid the current equivalent of the old code for this product.

All other provisions of the IFB shall remain unchanged. These clarifications shall become part of the IFB package, and Bidder shall acknowledge receipt of the Addendum by signing in the space provided below and returning it with its bid.

Name: _____
(Prospective Bidder)

Signature: _____

Sincerely,
Bill Huskey, VCO
Buyer