

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD ST. (6th FLOOR RECEPTION DESK)
RICHMOND, VIRGINIA 23219

INVITATION FOR BID - TERM CONTRACT (ONE LOT/AWARD)

The purpose of this Invitation is to solicit sealed bids whereby a contract may be established for furnishing supplies described herein to the Virginia Distribution Center, if and when ordered, during the contract period.

Sealed bids will be received by the Division of Purchases & Supply office at 1111 East Broad Street, Sixth Floor Reception Desk, Richmond, Virginia 23219, until the due date and hour and publicly opened as indicated below.

See section 24 (page 11) of the Special Terms for further information concerning bid submittal.

Commodity: COOKIES AND CRACKERS

Date: November 21, 2011

Contract ID#: 39343-12

Pre-bid Conference: N/A

Authorized User: Virginia Distribution Center
Sandston, Virginia 23150

NIGP Commodity Code: 39343
UNSPSC CODE: 50181909

Contract Period: January 2, 2012, through October 31, 2013. Twenty two (22) month term contract with three (3) additional, successive one (1) year renewal options.

Bid Due Date/Time: December 6, 2011 ~ 3:00 PM

Public Bid Opening/Reading: December 7, 2011 ~9:30 AM

Procurement/Contract Officer: Kevin Davis, VCO Phone: (804) 328 – 3228 E-mail: kevin.davis@dgs.virginia.gov

Important: See pages 6 & 11 of the IFB. (eVA Business to Government Web Site) , and pages 7 ,12, & 18 (Virginia SCC information)

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

In compliance with this Invitation for Bids and to all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services at the bid price(s) indicated. I certify that I am authorized to sign this bid.

Company Name & Address

Date _____

By _____

Signature in ink

Name _____

(Please Print)

Title _____

F.I.N. number: _____

Telephone Number _____

Dun and Bradstreet No. (D-U-N-S®): _____

FAX # _____

Prompt Payment Discount _____ % _____ days

E-mail _____

ALL ITEMS SHALL BE QUOTED F.O.B. DELIVERED – FULL FREIGHT ALLOWED TO THE VIRGINIA DISTRIBUTION CENTER, SANDSTON, VIRGINIA 23150.

I. REQUIRED GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Virginia Fair Employment Contracting Act of 1975*, as amended, where applicable, the *Virginians With Disabilities Act*, the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the 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.

- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the IFB may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer (**via e-mail or fax only**) whose name appears on the face of the solicitation no later than **five** working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
 2. **To Subcontractors:**
 - a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **N/A**
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of ten (10) days.

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

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of

General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offers shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.

BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock 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 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* 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. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

II. SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (30) days. At the end of the (30) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
3. **OPTIONAL PRE-BID CONFERENCE:** N/A.

4. **AWARD:** The Commonwealth will make the award on a Lot basis ("all or none", one award), for the one lot; based on the lowest cost per unit (calculations by the contract officer may be carried out to four decimal places), to the lowest responsive and responsible bidder. However; the award may be made to a reasonably priced DMBE-certified small business bidder that is other than the lowest priced bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for three (3) additional one year periods under the terms of the current contract at a reasonable time (approximately 85-90 days) prior to the expiration.
6. **NAME OF MANUFACTURER AND INVENTORY LOCATION:** Each bidder shall supply in the space below the name and address of the manufacturer of each item offered and the shipping point. Bidders may use extra sheets for this information, if necessary.

ITEM NUMBER(S): _____

MANUFACTURER: _____

ADDRESS: _____

SHIPPING POINT: _____

7. **COMPLETE INFORMATION:** Bidders shall complete all blank fields listed in the pricing schedule (section IV). Failure to fully and/or accurately complete the information requested in the pricing schedule shall be grounds for declaring the bid as non-responsive. In addition, labels and specification sheets for each product must be provided upon request. Failure to do so within **five (5)** business days of the request may be deemed non-responsive and result in rejection of the bid
8. **PRICE ESCALATION/DEESCALATION:** Price adjustments may be permitted only for changes in the contractor's cost of materials not to exceed the increase in **Series ID WPU021121 (unadjusted) – cookies, crackers, and related items; of the Producers Price Index (PPI).** No price increases will be authorized for **180** calendar days after effective date of the contract. Price escalation may be permitted only at the end of this period and each **180** days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 days notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with Contractor's request for increase which will: (i) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (ii) verify the amount; or percentage of increase, which is being passed on to the contractor by the contractor's suppliers. The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The

contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

9. **SPECIFICATIONS:** See Quote Sheets for Brand Name or Equal. Each case and/or package shall have a production date/code, interpretation of the code shall be provided. Shelf-life shall be at least 6 months and each item shall have not less than 60% of the shelf-life remaining at time of delivery.

The Commonwealth of Virginia's Division of Purchases and Supply reserves the right to conduct any test or evaluations deemed necessary to determine conformance of offered product with the specifications.

10. **BRAND NAME OR EQUAL:** When it is determined to be impractical to develop a generic specification, a brand name may be used to convey the general style, type, character and quality of the article desired. Unless otherwise provided in the IFB the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand or manufacturer named. Any article which the state, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted (*Code of Virginia*, § 2.2-4315). When brand or manufacturers' names are specified, and one or more of these are known to be Virginia brands or manufacturers, those known to be Virginian shall be listed first prior to listing non-Virginia brands or firms.

11. **BID SAMPLES:** Upon request, Bidders **shall provide** bid samples for each item in this Invitation for Bids within **five (5)** business days of request. Failure to submit samples by the date required or to comply with these instructions will cause your bid to be declared non-responsive. **Bid samples shall be a true and exact representative sample of the actual material offered and to be provided throughout the term of the awarded contract.** Bidders guarantee that all items offered in their bid reply and all subsequent deliveries resulting from being awarded this contract shall conform to specifications and match the original bid samples. Substitutions shall not be accepted unless approved in accordance with Special Term and Condition 26. "Product Availability". Delivery of items under this contract that are not in accordance with these provisions shall place the contractor in default.

Bid samples shall be properly tagged or labeled with the name of the bidder and manufacturer, the requisition or inquiry number, and the specific commodity or item number. Bid samples shall be provided at no additional costs to the Commonwealth. Bid samples will be handled and disposed of in accordance with paragraph 5.6 of the **VENDORS MANUAL**. Furthermore, the Division reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform to the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no cost to the Commonwealth.

Random sample checks will be done on shipments of awarded items to ensure that the specified awarded products are received. Items delivered that do not comply with specifications shall be picked up no later than two (2) working days from the date of notification.

Submit bid samples only (not the actual bid document) to:

VIRGINIA DISTRIBUTION CENTER
ATTN: Q. A. Lab
2400 RILEY RIDGE ROAD
SANDSTON, VA 23150

12. **QUANTITY DISCOUNTS:** Bidder is urged to offer additional discounts for one-time delivery of large, single orders of any assortment of items. (NOTE: Failure to offer such discounts will not disqualify the bid, nor will these quantity prices be considered in the bid evaluations.
13. **DISCOUNT:** Discounts for prompt payment 20 calendar days or longer will be considered in determining net low bid. Any discount in excess of 3% will not be considered in determining net low bid, but will be taken if paid within the specified time frame. Trade discount offered on individual items must be calculated in the unit price offered.
14. **MINIMUM ORDER QUANTITY:** For shipments to the VDC, 450 cases of single or mixed products, palletized.
15. **DELIVERIES VIRGINIA DISTRIBUTION CENTER:** Deliveries to the Virginia Distribution Center shall be made within 21 calendar days after receipt of order. The contractor shall carry an adequate stock to ensure such delivery. Except as otherwise specified or approved, shipments shall be on 40" x 48" - 4 way hardwood pallets, completely stretch wrapped to the pallet, and properly stacked for the commodity provided. Pallet gross weight shall not exceed 2600 pounds and pallet height shall not exceed 54 inches (the 3-comp. trays may be loaded up to 110" in height). Shipments may also be rejected if pallets are not properly rated and safe for the load; pallets are not tightly packed; bags are crushed and/or sagging off center; bags that overhang the pallet; pallet(s) with mixed product. Truck deliveries shall be scheduled during normal working hours and days.
16. **DELIVERY AND APPOINTMENT:** DELIVERY HOURS: 7:15 AM TO 12:00 NOON, 1:00 PM TO 3:00 PM. CONTRACTOR MUST CALL FOR AN APPOINTMENT AT (804) 328 – 3224 (between 7:00 & 3:30), 48 HOURS BEFORE THE ATTEMPT TO DELIVER.
17. **UNIT PRICE:** Whenever the Invitation for Bids requests unit prices in a common denominator (ounce, gallon, each, etc) and a bulk package price (case, carton, etc) and there is a conflict between the common denominator unit price and bulk package price, the governing unit price will be determined by dividing the bulk package price by the respective unit quantity.
18. **CONTACT INFORMATION:** Please provide name(s) and contact information for the responsible person(s) of your company who may be contacted regarding this contract. List sales and service offices, addresses, telephone and facsimile numbers and email address:

Name of Contact Person(s) _____

Address _____

City, State, Zip _____

Telephone Number _____

Facsimile Number _____

Email _____

19. **CASE MARKING:** All cases and pallets must be properly marked on outside with size and proper identification of the item, including the VDC's 6-digit item number (9xxxxx, etc.), where appropriate. Markings shall appear on ONE END AND/OR ONE SIDE. Markings shall be completely legible. **Also, a UPC code shall be visible on all cases/trays.**
20. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more

or less than those shown.

21. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party without penalty, after the initial 12 months of the contract period upon 60 days notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
22. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in purchase orders with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 thru July 1, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
 - c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
 - d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

23. **ADDITIONAL ITEMS:** The Commonwealth reserves the right to add and/or delete items to this contract depending on the needs of the user agencies. Added item(s) shall be of like or similar nature, i.e. flavors, pack sizes, substitutions or in some cases an additional product of the same commodity class. The addition shall be with the mutual agreement of the contractor with pricing proportionally equal to that of similar items on the contract or better than that given to the contractor's best customer."
24. **IDENTIFICATION OF BID ENVELOPE:** The signed bid should be returned in an envelope or package, sealed and identified as follows (usually on the left corner):

From

_____	_____	_____
Name of Bidder	Due Date	Time
_____	_____	
Street or Box Number	IFB No.	
_____	_____	

Name of Procurement Officer (identified on Page 1 of IFB): _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

25. **PRODUCT AVAILABILITY:** Contractor must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by the Contract Administrator during the term of the agreement. Contractors **must communicate** manufacturer's discontinuation of any products to the Procurement Officer in writing within five (5) business days. In such instances, Contractors shall work with the Procurement Officer to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. Contractors must be prepared to offer suggested replacement of discontinued products at least 30 days prior to substitution, including replacement part number, description, list price, applicable discount, and final price. Substitutions shall not be made without the full knowledge, evaluation, and agreement of the Procurement Officer as evidenced by a written contract modification.
26. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
27. **CONTRACT ADMINISTRATOR:** Kevin Davis shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality, acceptability and fitness of all aspects of the services and shall decide all other questions in connection with the services. Only the Contract Administrator shall have authority to approve changes in the services or call for an extension of time for this contract. Any modifications requested must be authorized by the issuing Procurement Officer named on page one (1) of this solicitation. If necessary the Procurement Officer will issue an addendum to the contract when appropriate.

- III. **METHOD OF PAYMENT:** The Contractor will be paid monthly within 30 days of receipt of a valid invoice for all goods received or services provided during the previous month. The Contractor shall submit their invoice to the following address by the 10th day of the month following the month in which services were rendered:

Department of General Services
VDC, in care of DGS Fiscal Services
P.O. Box 404
Richmond, Virginia 23218-0404

IV. PRICING SCHEDULE

NOTE: Any bidder who enters \$0 on a price per item line, or leaves it blank, shall be considered non-responsive for the bid. See Special Term #7.

	BID NO.	39343-12		
	BUYER	DAVIS		
	DATE	JANUARY 2, 2012 THROUGH OCTOBER 31, 2013		
		COOKIES AND CRACKERS	ESTIMATED ANNUAL QUANTITY	
Lot	Item	Description		Unit Price
1	10	VANILLA WAFER COOKIE, 6/13.3 OZ./CASE. KEEBLER #40865, OR VDC APPROVED EQUAL. MANUFACTURER: _____ PRODUCT #: _____ PACKAGE NET WEIGHT: _____ PACKAGES PER CASE: _____ GROSS WEIGHT PER CASE: _____ PRICE PER CASE:\$ _____ VDC# 911800 BID SAMPLE (IF REQUESTED): 2 packages.	1355 CASES	\$ _____/ PACKAGE

1	20	CHOCOLATE CHIP COOKIE, 10 pounds/324 count/Case. KEEBLER #45990, OR VDC APPROVED EQUAL. MANUFACTURER:_____ PRODUCT #:_____ PACKAGE NET WEIGHT:_____ COOKIES PER CASE:_____ GROSS WEIGHT PER CASE:_____ PRICE PER CASE:\$_____ VDC# 911801 BID SAMPLE (IF REQUESTED): one case.	495 CASES	\$_____/_____ PACKAGE
1	30	CHOCOLATE CHIP COOKIE, SOFT, 12/12-OZ./CASE. KEEBLER #43059, OR VDC APPROVED EQUAL. MANUFACTURER:_____ PRODUCT #:_____ PACKAGE NET WEIGHT:_____ PACKAGES PER CASE:_____ GROSS WEIGHT PER CASE:_____ PRICE PER CASE:\$_____ VDC# 911802 BID SAMPLE (IF REQUESTED): 2 packages.	130 CASES	\$_____/_____ PACKAGE
1	40	SUGAR COOKIE, 10-pound/324 count./Case. KEEBLER #46012, OR VDC APPROVED EQUAL. MANUFACTURER:_____ PRODUCT #:_____ PACKAGE NET WEIGHT:_____ COOKIES PER CASE:_____ GROSS WEIGHT PER CASE:_____ PRICE PER CASE:\$_____ VDC# 911803 BID SAMPLE (IF REQUESTED): one case.	380 CASES	\$_____/_____ PACKAGE

1	50	SANDWICH COOKIE, CHOCOLATE, 2.2 OZ, INDIVIDUALLY WRAPPED 6 PER PACK. 60/6-PACKS/CASE. "FAMOUS AMOS" #76677-42000, OR VDC APPROVED EQUAL. MANUFACTURER: _____ PRODUCT #: _____ PACKAGE NET WEIGHT: _____ PACKAGES PER CASE: _____ GROSS WEIGHT PER CASE: _____ PRICE PER CASE:\$ _____ VDC# 911817 BID SAMPLE (IF REQUESTED): 10 indiv. packs	440 CASES	\$ _____ / PACK
1		CRACKERS; SODA AND GRAHAM		
1	60	CRACKER, SODA, SALTED, INDIVIDUALLY WRAPPED 500/2 PACK, KEEBLER ZESTA #001008, OR VDC APPROVED EQUAL. MANUFACTURER: _____ PRODUCT #: _____ CRACKERS PER PACK: _____ PACKS PER CASE: _____ GROSS WEIGHT PER CASE: _____ PRICE PER CASE:\$ _____ VDC# 911808 BID SAMPLE (IF REQUESTED): 30 indiv. packs	1,060 CASES	\$ _____ / PACK
1	70	CRACKER, GRAHAM, PLAIN, INDIVIDUALLY WRAPPED 200/2 PACK, KEEBLER #30074, OR VDC APPROVED EQUAL. MANUFACTURER: _____ PRODUCT #: _____ CRACKERS PER PACK: _____ PACKS PER CASE: _____ GROSS WEIGHT PER CASE: _____ PRICE PER CASE:\$ _____	1,460 CASES	\$ _____ / PACK

		VDC# 911809 BID SAMPLE (IF REQUESTED): 25 indiv. packs.		
1	80	CRACKER, GRAHAM, HONEY, BULK, 30 SLEEVES/CS, KEEBLER #20248 OR VDC APPROVED EQUAL. MANUFACTURER: _____ PRODUCT #: _____ WEIGHT PER SLEEVE: _____ SLEEVES PER CASE: _____ GROSS WEIGHT PER CASE: _____ PRICE PER CASE:\$ _____ VDC# 911810 BID SAMPLE (IF REQUESTED): 2 SLEEVES.	145 CASES	\$ _____ / sleeve
1	90	GRAHAM CRACKER CRUMBS, PLAIN, BULK PACK, 25 LBS, KEEBLER #16154, OR VDC APPROVED EQUAL. MANUFACTURER: _____ PRODUCT #: _____ NET WEIGHT/CASE: _____ GROSS WEIGHT PER CASE: _____ PRICE PER CASE/BOX:\$ _____ VDC# 911814 BID SAMPLE (IF REQUESTED): ONE CASE.	160 CASES	\$ _____ / ounce
1	100	SUGAR-FREE SHORTBREAD COOKIE, 12/6-OZ. PER CASE, KELLOGG'S/KEEBLER # 91257, OR VDC APPROVED EQUAL. MANUFACTURER: _____ PRODUCT #: _____ PACKS/CASE: _____ WEIGHT PER PACK: _____ GROSS WEIGHT PER CASE: _____ PRICE PER CASE:\$ _____	135 CASES	\$ _____ / PACK

		VDC# 911815 BID SAMPLE (IF REQUESTED): 3 packs.		
1		LOT 1 EXTENDED GRAND TOTAL		\$ _____

END

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State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

☐ is a corporation or other business entity with the following SCC identification number:

OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

—

OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** > > Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT A

NOTICE TO VENDORS

**FAILURE TO RETURN THE REQUIRED DOCUMENTS AND/OR SAMPLES
MAY BE GROUNDS FOR DECLARING YOUR BID NONRESPONSIVE.**

Please submit the following:

- 1. Completed Sealed Bids for furnishing the Products set forth in the schedule must be received by 3:00 P. M. in the Issuing Office on the Bid Due Date indicated on Page 1 of this solicitation.**
- 2. All Bidders MUST BE registered in eVA prior to the due date and time, and with the Virginia State Corp. Commission. Failure to register with the S.C.C. and/or fill out page 17 may result in the bid being rejected.**
- 3. Bid samples, if requested, must be received within five (5) days of request, and shipped to the address indicated in Special Term & Condition #11 .**
- 4. Bidders shall submit all pages of the solicitation. Modification of or additions to the solicitation either by crossing out and/or adding language shall be a cause for rejection of your bid. Attachments which add additional terms and conditions, repeat, or explain the terms and conditions of the solicitation shall be interpreted as altering the solicitation and may result in your bid being declared non-responsive. Refer to General term and condition H. "Mandatory Use of State Form and Terms and Conditions for IFB's and RFP's", page 3.**
- 5. The contracting officer may require that questions or comments concerning this solicitation be submitted in writing (E-mails are acceptable). See General Term & Condition "I"; "Clarification of Terms", page 3.**
- 6. Bidders may make as many copies of the pricing schedule as is necessary to offer more than one bid.**

END