



FORMAL BID

City of Richmond, Virginia
 Richmond Procurement Services
 900 East Broad Street, 11th Floor
 Richmond, VA 23219-1907

Invitation No.: R11014-1
 Date: Thursday, July 15, 2010
 Bid Due Date: Monday, July 26, 2010
 Bid Due Time: 11:00 a.m. EST
 Bid Opening Time: 11:00 a.m. EST

Contract Specialist: Rita M. Evola, VCO
 Telephone Number: (804)646-5794
 Email: rita.evola@richmondgov.com

Sealed bids are subject to the terms and conditions stated hereof, within, and attached to this bid.

COMMODITY: FURNISH AND DELIVER THE CITY REQUIREMENTS OF UNITIZED SNACK FOODS, IN CONJUNCTION WITH ALL REGULATORY MANDATES SETFORTH BY THE USDA CACFP AFTER-SCHOOL SNACK PROGRAM – AGREEMENT NO. 59729 IF AND WHEN ORDERED FOR THE PERIOD NOT TO EXCEED EACH PROGRAM CYCLE (APPROX 1 YEAR) WITH FOUR (4) OPTIONS TO RENEW.

MY SIGNATURE ON THIS BID CERTIFIES AND WARRANTS THAT THE BID 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 GOODS TO BE SHIPPED FROM THE FINAL ASSEMBLY POINT.

All supplies and/or services for Delivery, **F.O.B.: VARIOUS-PER ATTACHED LIST**

All items quoted **must be as specified or an approved equal**, approved in writing by Richmond Purchasing Services. Unless otherwise specified **Brand Name** used herein is to establish standard of quality and level of performance only. When applicable **Illustrations & Literature** on proposed items should accompany bid. Vendor may quote as specified or quote one or more approved equals or both.

NO CONTACT POLICY: Any contact with any City Representative other than the Purchasing Officer assigned to a procurement, concerning a City Bid or Proposal is prohibited. Such **unauthorized contact may disqualify your firm** from the subject purchasing transaction.

Vendor shall state delivery date as it may be considered in making the award.

The vendor is responsible for taking all necessary steps to ensure the receipt of their proposal no later than the above referenced Bid Due Date and Time. **Bids received after the Due Date and Time will not be accepted**, and will be returned un-opened.

This form must be **completed and signed in blue ink** by an authorized representative.

****The successful awarded Bidder will be required to be registered with the City of Richmond. This requires a completion and submission of the City's Vendor/Bidder Application Form available on the Department of Procurement Services website. Use the following link to access the Procurement page of the City of Richmond website. Click on "Forms" in the left margin and the application form is the second link down. The website is at: ****<http://www.richmondgov.com/Procurement/index.aspx>******

-----TO BE COMPLETED BY VENDOR-----

In compliance with the above invitation for bid, and subject to all the terms and conditions thereof, the undersigned offers, and agrees, if this bid is accepted within _____ calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the same price set opposite each item, delivered at the point specified and unless otherwise specified within _____ calendar days from receipt of order. The City's terms are 2% 20 Net 30 unless otherwise indicated hereof. Time allowed for cash discounts will be computed from date of receipt of properly executed invoice forms or date of delivery, whichever is later.

Firm/Vendor		Authorized Signature	Date
Address		Print Name & Title	
City	State	Zip Code	Area Code & Phone No. & Fax No.
Federal Identification Number		E-mail Address	

SECTION I

SPECIFICATIONS

1.0 PURPOSE. The City of Richmond's Department of Parks, Recreation and Community Facilities ("the Agency") is accepting bids from qualified Food Services Management Companies ("FSMC") for the service of providing unitized snacks to the following locations listed in per to the Program/Delivery Locations sheet (page 6).

1.1 **FREQUENCY.** The Successful Bidder shall schedule weekly deliveries of pre-determined quantities to each of the listed locations (page 6).

2.0 SCOPE OF WORK. The Snack Menu shall consist of the following nutritional components:

- Fruit, or 100% juice, or Vegetable (6.75 oz., or ¾ cup)
- Meat or meat alternate (1 oz.)
- Bread or bread alternate (1 slice, ¾ cup, or 1 oz.)
- Food must contain no or minimal amounts of preservatives.
- Food shall not contain textured vegetable protein (TVP) or other extenders.
- Food shall not contain pork.
- Cold meals will be maintained and delivered at their required temperature degree.
- Paper products such as napkins, utensils, plates, cups, etc. are **excluded**.

2.1 **MEAL RECORDS.** Meal records are to be kept through the use of delivery tickets that provide *the number of meals, of each type delivered to each center.*

2.2 **PRICING CRITERION.** Provide a single unit per snack price (no sliding scale).

2.3 **DELIVERY.** All deliveries, to all individual locations must be after 2pm to ensure site staff availability.

2.4 **FRESHNESS.** All snacks must be delivered ***at least*** two (2) weeks **prior** to any stamped, disclosed, or otherwise marked expiration date. Fresh produce must have no deep external bruising, be firm to the touch, possess blemish-free (relative to the type of produce) skin

2.5 **RELIABILITY OF CONTINUED SERVICE.** The vendor shall have a minimum of two (2) trucks available for daily route delivery, plus one (1) truck as an emergency back-up. All trucks shall be equipped with refrigeration capacity as 20 -60% of snacks require refrigeration, depending on selection of food options.

2.6 **INDIVIDUAL SERVINGS.** Snacks shall be unitized.

2.7 **BULK PACKAGING (FOR TRANSPORTATION/DELIVERY).** Snack units shall be delivered no more than twenty-four (24) units to a case; in an appropriate sized container.

2.8 **TEMPERATURE DISTINCTION/LABELING.** Snacks requiring refrigeration shall **not** be packaged with snacks not requiring refrigeration. Each case shall be so marked when the contents **require refrigeration.**

2.9 **DISCRETIONARY LABELING.** Delivery containers and unit containers shall **not** have any product or company name on the outside, except that of the vendor.

2.10 **APPROVAL FOR SUBSTITUTIONS.** No menu substitutions are allowable without the Agency's prior approval. Agency approval must come from the Program Administrator, or their designee.

2.11 **DELIVERY CONTACT INFORMATION.** Vendor will be provided with delivery location-specific contact information for each site.

2.12 **NOTICE OF DELAYS.** The vendor shall promptly notify any site in which traffic conditions may cause a delay of the on-time delivery of snacks. If conditions are severe enough to delay the deliveries to more than two (2) consecutive locations, then the vendor is to call the Program Administrator, or their designee, or as otherwise advised by the Agency.

INSTRUCTIONS ON COMPLETING BID FORM (PRICING)

Definitions

- The term “initial contract term” means the period beginning on the date on which the City awards the contract and ending on September 30, 2011.
- The term “menu” means the 12-day snack menu, including 15 different snack items, attached to this Invitation for Bids as a specification for this contract.
- The term “program,” when used on this Bid Form, means the CACFP Program, which operates between October 1 of each calendar year to June 15 of each calendar year.
- The term “program day,” when used on this Bid Form, means each calendar day on which the contractor will provide snacks for each child in the program.
- The term “program year,” when used on this Bid Form, means a period beginning on October 1 of a calendar year and ending on September 30 of the next calendar year.

Instructions

Bidders shall complete the blanks on the Bid Form as follows:

- **Blank (a):** This amount is the unitized price per snack. The bidder shall calculate this unitized price per snack by averaging the 15 prices of the different snack items set forth on the menu and shall write this unitized price per snack in blank (a).
- **Blank (b):** This amount is the amount in blank (a) multiplied by the number of children stated under the “Quantity” heading. The amount in blank (b) represents the extended price for the estimated quantity of snacks required per program day.
- **Blank (c):** This amount is the amount in blank (b) multiplied by the estimated number of program days remaining in the current program year. The amount in blank (c) provides an estimated cost to the City for the period beginning on the date on which the City awards the contract through September 30, 2010. The City anticipates awarding this contract no later than August 6, 2010. In the event of change, an extension request from all respondents will be provided.
- **Blank (d):** This amount is the amount in blank (b) multiplied by the number of program days in the next full program year. The amount in blank (d) provides an estimated cost to the City for the period beginning October 1, 2010 and ending September 30, 2011.

Requirements Contract

The estimated quantity of 2,350 represents the estimated number of children to whom the Contractor will provide snacks on each program day. This number is an estimate only and is calculated based on cumulative daily attendance from the Program/Delivery Locations list of 18 sites attached to this Invitation for Bids. The number of snacks required under this Contract may fluctuate based on the number of children participating in the program. This contract is a requirements contract, and the City will purchase only the number of snacks needed under this contract. The number of children to be served may be higher than or lower than the estimate of 2,350.

Example

This example is intended to illustrate how the bidder is to complete the Bid Form. The menu requires that 15 different snack items be provided. Assume the bidder has the following snacks and prices:

INSERT SNACK PRICES A - O

Take the sum of all of the snack prices: $\$0.35 + \$0.41 + \$0.52 + \$0.08 + \$0.10 + \$0.35 + \$0.41 + \$0.52 + \$0.08 + \$0.10 + \$0.35 + \$0.41 + \$0.52 + \$0.08 + \$0.10 = \4.38 . Divide the sum of the snack prices by the number of snacks: $\$4.38 \div 15 = \0.292 . “\$0.292” is the unitized price per snack and the amount to write in blank (a).

Award Basis

The contract will be awarded based solely on the unitized price per snack (i.e., blank (a) on the bid form), and all payments by the City for each snack will be made based on this unitized price per snack. Blanks (b), (c) and (d) are for informational purposes only.

- 2.13 **BID DOCUMENTS.** The following documents should be included with the Bidder's bid submittal package:
- a. *Current Certificate of Insurance* – compliant to the terms detailed per Schedule of Coverages as provided in Section II, City's Terms and Conditions, **§2.25** "INSURANCE," of this bid document.
 - b. *Certificate from the VA Department of Health* (for local vendors who possess a food storage/warehousing or processing facility, from which the Snacks will originate prior to transit (delivery) or the equivalent of proper inspection documentation per the locality in which such a facility is based)
 - c. *City of Richmond Business License* (for local vendors; or equivalent licensing documentation in accordance to the requirement of the locality in which the business is based.)
 - d. *Virginia Business License* (for local vendors; or equivalent documentation as mandated by state or commonwealth in which the business is based.)
- 2.14 **PRE-BID MEETING.** A Pre-Bid Meeting will take place on Tuesday July 20, 2010 in City Hall, 900 E. Broad Street, Room 1104 at 10:30am. Allow additional time to find parking. This Pre-Bid is NOT mandatory.
- 2.15 **BIDDER QUESTIONS.** All bidder questions must be received ***no later than*** Close of Business (5pm) Monday, July 21st. All bidder questions must be in writing (either hand-delivered and time-stamped by Procurement Services – same location as pre-bid meeting - or via email) to the assigned Contract Special of this procurement. An Addendum with the City's official response(s) to all properly submitted questions will be issued Thursday July 22, 2010.

END OF INSTRUCTIONS ON COMPLETING BID FORM

City of Richmond
RICHMOND PROCUREMENT SERVICES
 900 East Broad Street, 11th Floor
 Richmond, Virginia 23219-1907

BID FORM

Quantity 2,350± x Unitized Price per Snack \$ _____ (a) = \$ _____ (b)

\$ _____ (b) x 22 (Estimated Program Days in Current Program Yr * FY10) = \$ _____ (c)

\$ _____ (b) x 236 (Estimated Program Days in Subsequent Program Yrs) = \$ _____ (d)

Bidder's Signature

Signature: _____ Printed Name: _____
 _____ Date _____
 Title: _____ Name of Firm: _____

The person signing this Bid Form on behalf of the Business Entity bidding to the solicitation, personally represents that such person is authorized to sign behalf of the bidding Business Entity ("Bidder") and possesses Binding Authority for same.

The Bidder warrants that the Bidder has submitted the following documents, completed **and signed** by the Bidder's authorized representative, with this Bid Form, and acknowledges that the failure to submit this completed Bid Form and these completed documents will result in this bid being deemed non-responsive:

- ☒ Lobbying Certification Form
- ☒ Certificate of Independent Price Determination
- ☒ EDI-Payment Agreement
- ☒ ACH-Direct Deposit Form

The CACFP Program schedule runs from October 1st through mid-June, with no deliveries from the last half of June, July and August, re-starting in September and ending September 30th. Each last delivery date in the month of June and each start date in the month September shall be announced each year as these are subject to change. The June date is based on the start dates of an already implemented and separate program, Summer Meals for Kids Program (SM4K). And the September date is based on the start of each new school year.

*The initial term of the awarded contract (FY10) will begin **September 7, 2010** and end September 30, 2011. If a renewal option is elected, the initial renewal period shall have a start date of October 1st, 2011 with an end date of September 30th, 2012. Each subsequent renewal period shall reflect these start and end date months, for appropriate years, to coincide the contract term with the program cycle.

Attached forms:

- CACFP After School Snack Program 12-Day Menu
- Program/Delivery Locations
- *Lobbying Certification Form
- *Certificate of Independent Price Determination
- *EDI-Payment Agreement
- *ACH-Direct Deposit Form

**Completed and signed forms are required with bid submittal packet in order for bid to be considered.*

END OF BID FORM



**It Starts
in Parks**

**CITY OF RICHMOND
DEPARTMENT OF PARKS, RECREATION & COMMUNITY FACILITIES**



After School Snack Program

Meal Pattern Requirements	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6
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12 Day Menu

(2 of the 4 requirements)						
Milk, fluid (8 oz.)	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx
Fruit, 100% juice, or Vegetable (6.75oz. or ¾ C)	Juice Box	Carrots w/Ranch Dressing	Juice Box	Apple Wedges	Juice Box	Juice Box
Meat or Meat Alt. (1oz)				Mozzarella String Cheese		
Bread or Bread Alt. (1 slice, ¾ cup or 1oz)	Chewy Choc. Chip Granola Bar (or comp)	Rice Krispies Bar (or comp)	Cheddar Cheese Goldfish (or comp)		Animal Crackers	Graham Crackers
Meal Pattern Requirements	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12
(2 of the 4 requirements)						
Milk, fluid (8 oz.)	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx	xxxxxxxxx
Fruit, 100% juice, or Vegetable (6.75oz. or ¾ C)	Juice Box	Banana	Juice Box	Juice Box		Juice Box
Meat or Meat Alt. (1oz)	Peanut Butter & Cheese Crackers				Mozzarella String Cheese	
Bread or Bread Alt. (1 slice, ¾ cup or 1oz)		Sun Chips (or comp)	Teddy Grahams (or comp)	Pretzels	Snack Mix Chips	Cheddar Cheese Goldfish (or comp)

PROGRAM/DELIVERY LOCATIONS

- | | |
|--|---|
| 1. Ann Hardy Plaza
300 First Avenue
Richmond, VA 23222 | 2. Hotchkiss Community Center
701 E. Brookland Park Boulevard
Richmond, VA 23222 |
| 3. Battery Park Community Center
2803 DuPont Circle
Richmond, VA 23227 | 4. Humphrey Calder Recreation Center
414 N. Thompson Street
Richmond, VA 23231 |
| 5. Bellemeade Community Center
1800 Lynhaven Avenue
Richmond, VA 23224 | 6. Lucks Field Playground
Rogers & T Streets
Richmond, VA 23223 |
| 7. Blackwell Community Center
300 E. 15 th Street
Richmond, VA 23224 | 8. Pine Camp Arts and Community Ctr
4901 Old Brook Road
Richmond, VA 23227 |
| 9. Broad Rock Playground
4615 Ferguson Lane
Richmond, Va 23234 | 10. Powhatan Community Center
5051 Northampton Street
Richmond, VA 23231 |
| 11. Chimborazo Recreation Center
3000 E. Marshall Street
Richmond, VA 23223 | 12. Randolph Community Center
1415 Grayland Avenue
Richmond, VA 23220 |
| 13. Creighton Community Center
2101 Creighton Road
Richmond, VA 23223 | 14. T. B. Smith Community Center
2015 Ruffin Road
Richmond, VA 23234 |
| 15. Fisher Recreation Center
3701 Garden Road
Richmond, VA 23235 | 16. Westover Recreation Center
1301 Jahnke Road
Richmond, VA 23225 |
| 17. Hickory Hill Community Center
3000 East Belt Boulevard
Richmond, VA 23224 | 18. Whitcomb Community Center
2302 Carmine Street
Richmond, VA 23223 |

END OF SECTION I

**SECTION II
CITY'S TERMS AND CONDITIONS**

2.1 ADVERTISING CLAUSE

It is understood and agreed that, in the event a contract is awarded for the supplies, equipment, or services included in this proposal, that no indications of such sales or services to the City of Richmond will be used in any way in product literature or advertising unless with written approval of the City of Richmond and only for bibliographical and curriculum vitae purposes.

2.2 APPLICABLE LAW AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the City of Richmond and any litigation with respect thereto shall be brought in the courts of the City. In performing the Work under the Contract, the Contractor shall comply with applicable Federal, State, and Local laws and regulations.

2.3 ASSIGNMENT & SUBCONTRACTING

The Contractor shall not assign the Contract or any parts of the Contract without the prior written consent of the Owner nor shall the Contractor assign any monies due or to become due hereunder without the prior written consent of the Owner.

The contract shall not be subcontracted without the prior approval of the City of Richmond.

2.4 AUDIT

The City reserves the right to audit all aspects of the contract: the vendor's financial capability and accounting system, basis for progress payments, compliance with applicable laws, as well as appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of any subcontractor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. In cases where the vendor maintains multiple offices, records to be audited should be maintained locally or be deliverable to a location in the metro-Richmond area.

2.5 AUTHORIZED SIGNATURE

All bids must be signed in order to be considered. If the Bidder is a firm or corporation, the Bidder must show the title of the individual executing the bid and a resolution authorizing the individual to sign the bid and subsequent contract

2.6 AVAILABILITY OF FUNDS

It is understood and agreed between parties to any agreement resulting from this proposal that the City shall be bound thereunder only to the extent of funds available or which may thereunder become available for the purposes of this agreement.

It is further understood and agreed between the parties to any agreement resulting from this proposal that the City shall not be obligated to purchase or pay for insurance and/or services covered by this agreement unless and until they are ordered, delivered, or performed for the City.

2.7 AWARD

The City of Richmond will make the award to the lowest responsive/responsible Bidder/proposer. The Procurement office reserves the right to conduct any test it may deem advisable and to make all evaluations necessary. Additional criteria will be considered in the award of Requests for Proposals. The City of Richmond also reserves the right to reject any or all bids/proposals, 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 City of Richmond to be in its best interest. The City also reserves the right to award in whole or in part; to one vendor or multiple vendors, whichever is deemed to be most advantageous and in the best interest of the City.

2.8 BONDING

The City reserves the right to require the successful Bidder to furnish a performance bond in the amount of contract before award of contract. If no bond can be furnished by the successful Bidder, the City reserves the right to award the contract to the next lowest responsible Bidder. If performance and payment bonds are specified in the bid invitation, contractor shall pay cost thereof; if not specified, the contractor, when requested to do so, shall secure performance bond and the City of Richmond, Virginia shall pay the cost thereof.

2.9 CANCELLATION

Any resulting contract shall be subject to cancellation by either party upon ninety- (90) days written notice, one to the other.

The City may cancel any resulting contract immediately at any time for the Vendor's failure to perform its obligations under such contract or to otherwise adhere to the terms and conditions of such contract by delivering written notice of such cancellation to the vendor.

2.10 CENTURY COMPLIANCE

Hardware, software and firmware products, individually and in combination, shall be capable of processing dates that cross or span century boundaries with the correct system date, without human intervention, including leap year calculations and shall also provide correct results when moving forward or backward in time or century.

2.11 CONTRACTOR ACCESSIBILITY

It is understood and agreed that in the event of equally qualified (and responsive) Bidders for an award, the award shall be granted to the Bidder with the greatest degree of accessibility to the City officials responsible for administering the contract. (This policy shall not apply if specifically prohibited.)

2.12 CONTRACTOR MISREPRESENTATION

If any applicant knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding an offer to bid on this project.

Any contractor or firm falsely representing proposed MBE participation, or fails to comply with proposed participation, may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract and may include the following:

(a) forfeiture, (b) investigation, and/or (c) debarment.

2.13 COOPERATIVE PROCUREMENT

Unless specifically prohibited by the Bidder in the bid document, any resultant contract of this solicitation may be extended to the Richmond Public Schools or any public agency or body in, but not necessarily limited to, the Central Virginia area to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of this bid. The successful vendor shall deal directly with each agency in regard to order placement, delivery, invoicing and payment.

2.14 DEFAULT

In case of default of the successful Bidder, or it fails to deliver the supplies or services ordered by the time specified, the City, after due notice (verbal or in writing), may procure them from other sources and hold it the Bidder responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

2.15 DELIVERY

Time of proposed delivery shall be stated in number of calendar days. General terms such as "stock", "immediately", and "as soon as possible", may because for rejection. Unless otherwise specified, quote earliest delivery date as it may be considered a factor in making award.

2.16 DESCRIPTIVE LITERATURE

Bidder shall submit with its bid descriptive literature of equipment or supplies, which it proposes to furnish, if such articles are of a different manufacture than those specified herein. Should the description furnished in such literature differ from the specifications submitted by the City, and no mention is made to the contrary, it shall be construed to mean that the Bidder proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and its bid will be evaluated accordingly.

2.17 DRUG FREE WORK PLACE

City Resolution No. 2000-R197-191 prohibits the City of Richmond from contracting with any vendor that fails to comply with this policy. The vendor by its signature hereto certifies that it has taken and shall continue to take appropriate and effective action to (1) educate its employees about the dangers of drug abuse in the workplace; (2) provide its employees with effective drug counseling, rehabilitation and/or employee assistance programs; (3) discipline employees who violate the requirement of a drug free workplace, and (4) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The vendor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by a vendor or its subcontractor to comply with the provisions outlined above will be cause for termination of the contract.

Vendors may contact the City's Minority Business Enterprise Office at (804) 646-3985 for information about a grant-sponsored program to assist vendors in developing a drug free workplace policy.

2.18 EMPLOYMENT DISCRIMINATION

The City of Richmond prohibits employment discrimination by its contractors. In accordance with Section 2.2-4311 of the Virginia Public Procurement Act, during the performance of every contract over \$10,000.00, 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 other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (b) the contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer; (c) notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement of this section. The contractor will include the provisions of this section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2.19 ETHICS IN PUBLIC CONTRACTING

By signing this solicitation, the Bidder/Offeror certifies that he has not violated any provisions of Federal law, the Code of Virginia, the Richmond City Code or Charter. The Bidder/Offeror certifies that his bid/proposal is made without collusion or fraud and that he has not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with his bid/proposal and that he has 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. The Bidder/Offeror agrees that if such warranty is in any respect breached, he will pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under his bid or proposal.

2.20 EXTENSION OF CONTRACT

The City of Richmond reserves the right to extend the resulting contract for any reason for a period(s) up to but not to exceed 12 months. Any extension beyond 12 months will be subject to the City's renewal clause as stipulated above. This provision in no way impacts or alters the City's ability to renew the resulting contract consistent with the renewal option clause. This extension clause may be exercised when the City determines that an extension of the contract is advantageous to the City. If it is then decided to renew the resulting contract, the renewal date will commence on the day following the last day of the contract extension.

2.21 INCORPORATION OF POLICIES AND PROCEDURES

This solicitation is subject to the provisions of the Chapter 22.1 of the Code of the City of Richmond, the Department of Procurement Services' Policies and Procedures and the Virginia Public Procurement Act and any revisions thereof, which are hereby incorporated into this contract by reference. Copies of these documents may be viewed at the City of Richmond's website (www.RichmondGov.com).

2.22 INDEMNITY

The Vendor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Vendor of its obligations specified in this Contract, as well as all claims arising

from errors, omissions, negligent acts or intentional acts of the Vendor, its officers, agents and employees.

2.23 INFORMALITIES

The City reserves the right to waive any informality in bids. Bids making exceptions to terms and conditions included in this invitation may be considered, but preference may be given to those who do not make such exceptions.

2.24 INVOICING

The winning Contractor shall submit invoices in four (4) copies identifying each item billed along with the CACFP Agreement Number (59729), Price Agreement Release Number, and Price Agreement Number. All invoices must meet USDA/CACFP delivery guidelines pertaining to description and quantifying of unitized snacks per delivery, deliveries per invoice.

If utilizing a minority subcontractor, the contractor shall summarize what portion of the billed work was handled by a minority vendor. At the end of the project, the contractor shall submit a summary of all payments made to the minority subcontractor.

2.25 INSURANCE

The Contractor shall provide and keep in full force and effect during the performance of the contract the kinds and amounts of insurance prescribed in this paragraph, and shall comply with all other provisions of this paragraph. Such insurance shall be provided and kept in full force by insurance companies authorized to do business in the Commonwealth of Virginia and acceptable to the City. The Contractor shall pay all premiums and other costs of such insurance. It will be assumed that the consideration paid or to be paid to the Contractor for the performance of the contract includes the premiums and other costs of such insurance and that the City shall not be responsible therefore. Each insurance Policy and Certificate of Insurance shall be signed by duly authorized representatives of such insurance companies which shall be licensed to business in the Commonwealth of Virginia and shall be countersigned by duly authorized local agents of such companies. The certificates and evidence of coverage will be complete before the City signs the contract.

All Certificates of Insurance shall show the Contract Number. The Contractor shall not be required to furnish the City with copies of the insurance contracts required by this paragraph unless requested from time to time by the Director of Procurement but the Contractor shall provide a Certificate of Insurance issued by such insurance companies in which the company shall irrevocably warrant that the insurance is provided to enable the Contractor to comply with and provide the required insurance provided. However, in no event shall the Insurance Contract be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia, and that it will not be canceled or modified by the insurer for non-payment of premiums or otherwise unless at least forty-five (45) days prior notice to that effect is given the Director of Procurement Services by registered mail, return receipt requested, anything in such Insurance Contract to the contrary notwithstanding; and that the Insurance Contract has been endorsed accordingly. The City reserves the right to require, without cause, insurance in greater amounts than those set out below in this paragraph on any Contract, provided notice of such requirements is given prior to final acceptance of the Bid. The insurance contract

shall provide that the insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

SCHEDULE OF INSURANCE COVERAGE

A. Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence.

B. Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.

C. Statutory Workers' Compensation and Employers' Liability with the Alternate Employers Endorsement WC 000301. If any employee of the Contractor is not subject to the provisions of the Virginia Worker's Compensation Act, the Contractor shall nevertheless insure payment of the same compensation to such employee as is provided for by the Virginia Worker's Compensation Act.

D. Professional Errors and Omissions Insurance with limits of not less than \$1,000,000 per claim or occurrence. (Submit only if applicable.)

E. Other insurance as required based upon the nature of the contract.

All insurance contracts shall name the City as an additional insured.

Further, the Vendor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any negligent act or omission or any willful misconduct on the part of the Vendor, its subcontractors, agents or employees under or in connection with the Contract. The Vendor shall hold harmless and indemnify the City and its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to court costs and reasonable attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits do to, arising out of or in connection with any and all such damage, real or alleged, to the extent caused by the Vendor's negligence or willful misconduct. The Vendor shall, upon written demand by the City, assume and defend at the Vendor's sole expense any and all such suits or defense of claims.

2.26 INTERCHANGEABILITY OF TERMS

Where used in these solicitations the terms "bid" and "proposal" should be interpreted to have the same meaning unless the intent is clearly defined otherwise.

2.27 LICENSES

Permits and Fees. All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.

2.28 MINORITY BUSINESS PARTICIPATION

The City of Richmond has a commitment to the development of its minority and emerging small business communities. We therefore encourage the use of minority and emerging small

businesses on all City contracts to the fullest extent reasonably possible. On this particular contract, it has been determined that minority and emerging small business participation is 0% and therefore waived, given the availability of minority and emerging small businesses for the scope of work covered by this contract. The City's Office of Minority Business Development is available at 646-3985 as a resource in identifying local MBEs and ESBs. Your assistance in helping the City achieve its priorities is greatly appreciated.

2.29 MBE/ESB REPORTING REQUIREMENT

In cases where a minority sub-contractor(s) is used, vendor must indicate the percentage (%) of the invoiced amount that was performed by the minority vendor on the MBE/ESB-3 form available on the City's website. This form will be submitted to the Office of Minority Business Enterprise.

Vendors may contact the City's Minority Business Enterprise Office at (804) 646-3985 for questions or clarifications on the reporting policy.

2.30 MISTAKES IN BIDS

Bids may be withdrawn subject to all provisions and conditions for and outlined under City Code 22.1-48. If a bid is withdrawn under authority of this section, the next lowest Bidder shall be deemed to be the low Bidder on the project.

2.31 NO BID

Failure to acknowledge this Bid, either by quote or "NO BID" may result in your removal from the City's Bid List for this commodity or service. If unable to bid, please sign and return this form by return mail, advising reason for not submitting quotation.

2.32 NON-DISCRIMINATION

Non-discrimination. By acceptance of this order, the vendor agrees to abide by the Civil Rights Act of 1964, the American Disabilities Act of 1990, and City Code §§ 22.1-68 and 22.1-72. The City of Richmond does not discriminate against faith-based organizations

2.33 OFFSET CLAUSE

Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.

2.34 OPTION TO RENEW

If appropriate to the services required, the City reserves the right to exercise renewal options to the contract at one-year increments, up to but not to exceed four (4) consecutive renewal periods. At the time of renewal, the Contractor may request a review of prices based on sufficient justification and approved by the City of Richmond. Such requests must be in writing and accompanied by sufficient documentation to support the requested price change and compliant to methodology and limitation(s) as set forth by the CACFP program provisions.

2.35 ORAL EXPLANATIONS OR INTERPRETATIONS

If any person contemplating the submission of a bid/proposal on this solicitation is in doubt as to the true meaning of any part of the bid, specifications, plans, or other documents, he should submit

a written request for an interpretation thereof to the City no later than seven days before the date set for receipt of bids/proposals. An interpretation of the bid invitation document will be made only by addendum duly issued to each person receiving a bid invitation. Oral explanations or interpretations of solicitation documents shall not be binding upon the City except or until reduced to written form by an official addendum.

2.36 PATENTS AND TRADEMARKS

By submission of bid, the Bidder certifies that the merchandise to be furnished will not infringe any valid patent or trademark, and the successful Bidder will, at its own expense, defend any and all actions or suits charging such infringement, and will save the City of Richmond, Virginia harmless in case of any such infringement

2.37 PERSONNEL

The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. The City will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

2.38 POST AWARD

Following the selection and signing of a contract, the Purchasing Officer will notify those offerors whose proposals are not selected of the name of the selected Offeror. Please keep in mind that it may take up to two months to award this contract.

2.39 PUBLIC INSPECTION OF RECORDS

Public inspection of procurement documents shall be in accordance with City Code §22.1-38.

2.40 PROPERTY OF WORK

Any work resulting from the award of this contract will become the sole property of the City of Richmond. The successful offer shall not copyright any material and/or reports. And, upon request, the contracted vendor should turnover all work papers and related documents to the City.

2.41 QUANTITIES

The quantities shown are estimates only and the city reserves the right to purchase only its requirements whatever the quantity may be, plus or minus, during the period specified

2.42 RETURN OF PROPOSAL

The City advises that all proposals submitted under this solicitation will become the property of the City of Richmond and will not be returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract if requested. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as "proprietary" or "confidential" may render the proposal non-responsive. Classifying aspects of the proposal that are not trade secrets or proprietary, may render the proposal non-responsive.

2.43 REJECTION OF PROPOSALS

The City of Richmond reserves the right to reject any and all proposals. The City of Richmond reserves the right to negotiate with the selected Offeror in order to best serve the needs of the City, in respect to both cost effectiveness as well as comprehensive program design.

2.44 SAMPLES

Samples of items, if requested, shall be furnished without charge, upon request within 10 days. Failure on the part of the Bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the Bidder's expense.

2.45 SEPARATE INVITATIONS

Bid responses for separate bid invitations shall not be combined on the same form or placed in the same envelope. Such bids may not be considered

2.46 SUBMISSION OF BIDS

Unless otherwise specified in the solicitation, the below provisions apply. Packages containing bids should be sealed and marked in the lower left-hand corner with the invitation number, commodity classification, and date and hour of opening of bids. Failure to do so may cause bid not to be considered.

Bids shall be submitted on the forms furnished. Erasures or other changes in the bid must be annotated and initialed by the individual signing the bid.

Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for on the bid sheet may be rejected by the City as being incomplete.

Bids submitted in pencil will be cause for rejection.

Should any additions or deductions or any changes in price and/or specifications be written or otherwise set forth on the outside of any sealed package purporting to contain a bid, such package shall be returned unopened to the Bidder.

The City of Richmond is not responsible for the mishandling of any bid not properly identified on the outside of the package.

The City of Richmond is not responsible for bids delivered to places other than as indicated in the bid package.

2.47 TAXES

All bids shall be submitted exclusive of direct Federal, State and Local Taxes. The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request. However, if the Bidder believes that certain taxes are properly payable by the city, it may list such taxes separately in each case directly below the respective item bid price. Tax exemption certification will be furnished on request.

2.48 TERMS OF CONTRACT

The term of the contract shall be for a period not to exceed one year.

2.49 TRAVEL EXPENSES

Travel expenses will be reimbursed at the prevailing City of Richmond rate(s). This will only be paid if the contract allows for travel reimbursement.

2.50 UNIT PRICING

Unless lump sum price is specifically requested, unit and extended prices should be given. Failure to do so may cause bid not to be considered. In case of error in extension of prices in the bid, the unit price shall govern.

2.51 USE OF BRAND NAMES

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If, however, the Bidder proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that it is bidding on the article mentioned and not an approved equal and it will be required to deliver the exact article specified.

2.52 PAYMENT BY EDI

Prior to the City's execution of the Contract, the Contractor shall execute and furnish the City with an EDI Payment Agreement for Contractors in the form attached to this solicitation in order to facilitate the City's payment, at its option, of any or all amounts due under this Contract through electronic data interchange.

END OF SECTION II

SECTION III SPECIAL TERMS AND CONDITIONS

3.0 PURPOSE

The purpose of this invitation for bids is for the furnishing of meals to be served to children participating in the Child and Adult Care Food Program established by the United States Department of Agriculture (7 CFR, Part 226), and sets forth the terms and conditions applicable to the proposed procurement.

3.1 INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the Agency and FSMC shall execute the "Certificate of Independent Price Determination" form, included in this bid document.

3.2 INITIAL TERM AS RELATES TO PROGRAM CYCLE

The initial term of the contract shall have the start date of September 7, 2010 through the end of the current FY10 term of the CACFP Program, and will continue to September 30, 2011. As is standard for the CACFP After School Snack Program, there are no snack deliveries during the months from mid-June to the start of the following school year, typically the second week of September. Should the option to renew be exercised, the first and any subsequent renewal options shall be for a period no longer than one year from October 1, 2011. All future contract terms shall be from October 1 through September 30 of the following year, with no deliveries during July and August. This will align the contract term with the CACFP's Program Cycle.

3.3 PURCHASE OF OTHER ITEMS NOT LISTED IN THIS SOLICITATION BASED ON PRICE QUOTES

While the City has listed all major items on the bid solicitation which are utilized by the City departments in conjunction with its operations, there may be ancillary items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary vendor to obtain a price quote for the ancillary items. The City reserves the right to award these ancillary items to the primary vendor, another contract vendor, based on the lowest price quote or to bid the items through a separate solicitation.

3.4 STOCK

Full local stock must be maintained in order to assure adequate and immediate delivery.

3.5 M/ESB PARTICIPATION

The City of Richmond has a commitment to the development of its minority and emerging small business communities. We therefore encourage the use of minority and emerging small businesses on all City contracts to the fullest extent reasonably possible. . The City's Office of Minority Business Enterprise is available at 646-3985 as a resource in identifying local MBEs and ESBs. Your assistance in helping the City achieve its priorities is greatly appreciated.

3.6 QUALITY, EXTENT AND GENERAL NATURE OF FOOD SERVICE

No payment will be made for any snacks that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications or do not otherwise meet the requirements of the contract.

3.7 FOOD SERVICES MANAGEMENT COMPANY RESPONSIBILITIES

- a) FSMC must meet all applicable health certifications and assure that all state and local regulations for preparing, if applicable, handling and delivering meals at a SFA facility are met at all times during the contract period.

- b) FSMC must adhere to the 12-day menu which is included in this bid document for the first 12-days of snack service. Changes thereafter may only be made with the approval of the Agency.
- c) Maintain records to support the Agency's Claim for Reimbursement; make all records available to the Agency upon request; and retain for a period of three (3) years after the Agency submits the final Claim for Reimbursement for the fiscal year for inspection and audit representatives of the Agency, USDA and Comptroller General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of issues raised by the audit.
- d) Report the claim information to the Agency promptly at the end of each month or more frequently as specified by the Agency.
- e) To include the breakdown of administrative and management fees, and a stated basis for any fee adjustments with invoices.

3.8 BEST COMMERCIAL PRACTICES

Any absence or omission from this bid document or subsequently awarded contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be expected by industry standards are to be used.

3.9 CLAIM LIABILITY

- a) The FSMC accepts liability caused by FSMC's negligence for claims assessed as a result of federal/state reviews/audits, corresponding with the Agency's period of liability.
- b) The FSMC accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods, if applicable.

3.10 MANDATORY REVIEW BY STATE AGENCY

In compliance with Federal regulatory requirements regarding CACFP Institutions (aka "the City") proposing to enter into a contract with an FSMC (aka "the Winning Bidder") with a value > \$50,000 annually, the program regulations at 7 CFR 226.21(a)(7) states, in part: "All bids totaling \$50,000 or more shall be submitted to the State agency for approval before acceptance.... **State agencies shall respond to any request for approval within 10 working days of receipt.**" This additional review process must take place prior to the City's standard evaluation and assessments of all responsive and responsible bid packages received, agency review of same, before an Intent to Award can be announced. Additional time of ten (10) business days must be afforded to the award process in order to meet this additional Federal requirement. All price guarantees must accommodate this additional time restraint.

END OF SECTION III

**CHILD AND ADULT CARE FOOD PROGRAM
CERTIFICATION REGARDING LOBBYING**

Applicable to Grants, Sub-grants, Cooperative Agreements and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant loan or cooperative agreement.
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Printed Name/Title of Submitting Official (City of Richmond)

Signature

Date

Name of Organization (FSMC)

Address of Organization (FSMC)

City, State, Zip Code of Organization (FSMC)

Agreement Number 59729

CERTIFICATE OF INDEPENDENT
PRICE DETERMINATION

- (a) By submission of this bid, the Bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization(s), that in connection with this procurement:
- (a)(1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (a)(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to bid opening, directly or indirectly to any other Bidder or to any competitor;
- (a)(3) No attempt has been made or will be made by the Bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.
- (b) Each person signing this bid certifies that:
- (b)(1) He/she is the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above; or
- (b)(2)(1) He/she is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above,
- (b)(2)(1) and as their agent does hereby so certify: and he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

Signature of food service management company's authorized representative below

Signature

Print Name and Title

Date

In accepting this bid, the Institution certifies that the Institution's officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above.

Signature of Authorized Institution (City of Richmond) Representative - **Agreement No. 59729**

(Accepting a bid does not constitute acceptance of the contract)

Note: Institution and Bidder shall execute this Certificate of Independent Price Determination.

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EDI Payment Agreement for Contractors

This Agreement is entered into as of this _____ day of _____, 20____ between the City of Richmond, Virginia ("City") and _____ ("COMPANY").

COMPANY hereby authorizes the City to make payments for goods and services covered by any agreement between the City and COMPANY (the "Business Agreements") by utilizing, at the City's option, electronic data interchange ("EDI"). COMPANY acknowledges and agrees that the provisions in the Business Agreements governing the method and timing of payment shall be amended to the extent provided in this Agreement.

An EDI payment from the City to COMPANY shall be considered timely if the payment is completed in accordance with Richmond City Code § 74-9 / Virginia Code § 2.2-4352. If the EDI payment cannot be completed on such date, the City's payment is timely if the funds transfer is completed on the next business day. The EDI payment shall be deemed completed when COMPANY's Depository Institution has accepted the payment order within the meaning of Article 4A of the Uniform Commercial Code (i.e., Virginia Code tit. 8.4A). The City may not use an EDI payment to affect an accord and satisfaction without COMPANY's written consent thereto. The Electronic Payment Information Form is an integral part of this Agreement.

COMPANY understands and acknowledges that the City will deliver the remittance data to COMPANY's designated Depository Institution.

COMPANY shall provide the City written notification of any change in the depository institution, payment instructions, or remittance data instructions at least 15 days in advance of such change. Such notification shall be delivered to the City's Department of Finance via:

- Fax to: (804) 646-5409, or
- U.S. Mail to: City of Richmond Department of Finance, Assistant City Controller, 900 East Broad Street, Room 1004, Richmond, Virginia 23219.

A "Trading Partner Notification of Change" form can be printed from the website of the Department of Finance (www.richmondgov.com/departments/finance), the changed information filled in, and the form faxed or mailed to the fax number or address above, respectively.

In the event of duplicate payment, overpayment, fraudulent payment, or payment made in error, COMPANY agrees to return any such payment to the City, after the City first provides information to COMPANY documenting any duplicate payment, overpayment, fraudulent payment, or payment in error. Any return shall, at COMPANY's option, be made by EDI payment in accordance with the rules of the National Automated Clearing House Association, or by check.

The City shall be responsible for making all payments required pursuant to the Business Agreements and for any loss of payment prior to the point at which COMPANY's Depository Institution shall have accepted the payment order, except that COMPANY shall be responsible for any loss which may arise by reason of any error, mistake, or fraud regarding the information provided by COMPANY herein, or any subsequent changes thereto. The City shall bear any other loss, except to the extent that such loss arises by reason of the negligence or willful misconduct of COMPANY. In the event that payment timely initiated by the City has not been received by COMPANY by the due date thereof because of failure or delay by the funds transfer system or rejected by COMPANY's bank, the City shall pay COMPANY as soon as practicable after such failure or delay is discovered, and the City shall not be in breach of the Business Agreements for failure to make payment.

Each party shall bear the respective fees and other charges assessed by its designated banks and third party service providers.

Each party may terminate this Agreement upon 30 days notice to the other, but this Agreement will remain in effect as to all funds transfers that have been initiated by the City and not canceled prior to termination hereof. In the event of any inconsistency between this Agreement and any other Business Agreement addressing the subject matter of this Agreement, this Agreement shall control.

This Agreement is governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

COMPANY: _____

Signature: _____

Print Name: _____

Title: _____



CITY OF RICHMOND

900 East Broad Street, Room 1000
Richmond, VA 23219

ACH – DIRECT DEPOSIT FORM PAYMENT INFORMATION

This form is used for Automated Clearing House (ACH) payments from the City of Richmond.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). The information will be used by the City of Richmond's Finance Department to transmit payment data, by electronic means, to the vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the ACH Payment System.

PAYEE / COMPANY INFORMATION

To be completed by payee

Request Type: ☐ New ☐ Change	COR Vendor Number (given by Procurement's APA)
Name of Payee	
SSN No. or Tax Identification No.	Contact Person
Address	Telephone Number ()
City State Zip Code	Email Address

FINANCIAL INSTITUTION INFORMATION

Name	Telephone Number ()
Address (street or P.O. Box, City, State and Zip Code)	
Type of Depositor Account ☐ Checking ☐ Savings	Depositor Account Title
Routing Number □ □ □ □ — □ □ □ □ □	Depositor Account Number

Printed name of Payee or Company Representative

Title

Signature of Payee or Company Representative

Date