



**KING GEORGE COUNTY SCHOOLS, VIRGINIA**

**INVITATION FOR BIDS**

**ISSUE DATE: 07/06/2009**

**IFB # 07212009-1400**

**TITLE: CUSTODIAL SUPPLIES**

Sealed Bids will be received until **July 21, 2009 at 2:00 PM.** for furnishing the goods described herein. Late, facsimile and/or electronic bids will **not** be accepted. All inquiries must be directed to:

**Kelly S. Dixon, CPPO, CPPB – Procurement Manager**

**Phone: (540) 775-8575**

**Fax: (540) 775-7692**

**E-Mail: kdixon@co.kinggeorge.state.va.us**

**BIDS SHALL BE DELIVERED TO:**

**King George County Procurement Manager  
10459 Courthouse Drive, Suite 201  
King George, VA 22485  
IFB #07212009-1400**

King George County Schools does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

**Name and Address of Firm/Individual Submitting Bid:**

\_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ **By:** \_\_\_\_\_

Signature In Ink

\_\_\_\_\_

Print/Type

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-mail Address** \_\_\_\_\_

**Tax ID #** \_\_\_\_\_

**How did you hear about this IFB? (Check all that apply) \_\_\_ Newspaper (Which One? \_\_\_\_\_),  
\_\_\_ eVA, \_\_\_ KG Web Site, \_\_\_ Other (Explain \_\_\_\_\_)**

**Questions:** All questions must be submitted in writing directly to the King George County Procurement Manager at the address referenced above no later than 1:00 PM, July 16, 2009. Questions may be sent by fax or email.



King George County Schools, Virginia, a political subdivision of the Commonwealth of Virginia and a body politic, herein referred to as KGCS, desires to obtain bids for the Custodial Supplies as described herein.

This Invitation for Bid (IFB), plus the resulting Contract(s) shall be consistent with and governed by the King George County (KGC) Purchasing Ordinance and has been prepared in accordance with the Virginia Public Procurement Act.

- 1.0 **PURPOSE:** The Purpose and Intent of this Invitation for Bid is to establish a firm fixed price, from qualified sources, for the procurement of custodial supplies for KGCS, in accordance with the specifications, terms and conditions stated herein.
- 2.0 **COMPETITION INTENDED:** It is KGCS' intent that this IFB permit competition. It shall be the Bidder's responsibility to advise the Procurement Manager, in writing, if any language, requirement, specifications, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Procurement Manager no later than five (5) business days prior to the date set for bids to close.
- 3.0 **PERIOD OF CONTRACT:** The period of this contract shall be July 29, 2009 through July 28, 2010. Bidders submitting bids for less than the contract period specified will not be accepted. KGCS reserves the option to renew any contract resulting from this solicitation annually for a total of 1 additional 12-month period. Contract price adjustments shall be negotiated between KGCS and the Vendor, and finalized in writing, prior to any contract extension being authorized.
- 4.0 **DELIVERY:** Complete delivery of required items shall be to the KGCS facility issuing a Purchase Order, King George, VA 22485. Deliveries must be made between the hours of 8:30 a.m. and 4:00 p.m. on a regular KGCS business day, unless other arrangements have been made by the purchase order originator. Inside delivery is defined as off-loading packages from the selected carrier and moving packages inside the designated receiving location. KGCS may authorize, in writing, the Vendor to make arrangements to expedite delivery for a critical item, on an exception basis. The cost of special shipping will be borne by KGCS. **The price for the item shall not be increased for expedited shipping service.**

Bidders shall indicate the timeframe in which delivery may be expected upon issuance of an order. ***This will be a factor in making an award.***

- 5.0 **AWARD:** The award(s) will be made to the lowest responsive and responsible Bidder(s) for each item, or group of related items indicated on the Bid Form.

KGCS reserves the right to award a contract in aggregate, or by line item, and to make a Primary and Secondary award, based on the best interest of KGCS. KGCS reserves the right to reject any or all bids/bids, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of KGCS to be in its best interest. KGCS reserves the right to make the sole determination of whether an item offered meets the required level of quality, and is acceptable. KGCS' decision shall be final.

KGCS intends to enter into a contract with the selected Bidder(s) using its standard Goods & Services Agreement. A sample Goods & Services Agreement is attached to this IFB as EXHIBIT A.

## **6.0 IFB AND BID CLAFICATION**

KGCS reserves the right to request clarification of information submitted in response to this IFB and to request additional information of one or more bidders. All requests for additional information will be in writing and generated by the King George County Procurement Manager.

**Please Note: All inquires, suggestions, or requests pertaining to this IFB MUST be in writing and submitted to the Procurement Manager at the address listed.** KGC/KGCS will not be responsible for oral interpretations/information given by any employee, agent, or other representative of KGCS. The issuance of a written IFB Addendum signed by the KGC Procurement Manager is the only official method whereby interpretation, clarification, or additional information can be issued. All Addenda may be viewed/obtained from the KGC website: [www.king-george.va.us](http://www.king-george.va.us) County Offices>Purchasing>Solicitations. It shall be the bidder's responsibility to ensure that he/she has received all addendums prior to submitting a bid.

## **7.0 COOPERATIVE PROCUREMENT**

As authorized by the Code of Virginia, this procurement is being conducted on behalf of, and may be used by, other public bodies, agencies, institutions and localities with the consent of the contractor.



**IFB # 07212009-1400  
BID FORM – COVER SHEET**

**(Attach this cover sheet to the Bid Submission Forms – Excel Spreadsheets Attached to This IFB as Exhibit B)**

The Bidder shall agree to provide delivery of the items, FOB Destination, as identified on Exhibit B, at the following **firm fixed delivered unit price**, in accordance with the specifications and terms and conditions identified herein. Shipping and Handling charges must be included in unit price. Extra charges are not permitted. Bids submitted with extra charges will be considered non-responsive and eliminated from further consideration.

**Prices shall remain fixed throughout the term of the contract. Any price escalations, and product substitutions, MUST be pre-approved, in writing, by the KGC Procurement Manager prior to being placed in effect. Submission of invoices with unauthorized price increases, or unauthorized product substitutions, may be cause for contract termination.**

Deviations from the specifications or product substitutions may be considered. Any deviation from the specifications, or product substitution, must be clearly identified on the bid submission.

KGCS will only be obligated, under this award, to the extent of purchase orders issued and items received.

All bids shall be valid for a period of 90 days from date of bid opening. Bidders submitting bids valid for less than 90 days, and the contract period specified, will not be accepted

**I hereby certify, by way of my signature on this Invitation for Bid, I am fully aware of, understand, and will comply with the product delivery, invoicing, requirements, terms and conditions as stated in this IFB.**

Date: \_\_\_\_\_

Firm/Individual Submitting Bid (Signature) \_\_\_\_\_

Firm/Individual Submitting Bid (Print) \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

**A W-9 must be submitted with your bid. Failure to do so may be cause for rejection of bid as non-responsive.**



## GOODS & SERVICES AGREEMENT

**NUMBER: 07212009-1400-001**

This GOODS & SERVICES AGREEMENT (“AGREEMENT”), entered into this \_\_\_\_ day of \_\_\_\_\_ 2009 between the KING GEORGE COUNTY SCHOOLS, VIRGINIA (“SCHOOLS”), a political subdivision of the Commonwealth of Virginia and a body politic, by and through its undersigned Purchasing Agent, pursuant to the authority expressly granted by the King George County School Board, and \_\_\_\_\_ (“CONTRACTOR”). SCHOOLS and CONTRACTOR are collectively referred to as “PARTIES.”

### WITNESSETH:

**WHEREAS**, the SCHOOLS desires to purchase custodial supplies as described below and set forth in the attached documents, in accordance with the requirements of the King George County Purchasing Ordinance; and

**WHEREAS**, CONTRACTOR has the expertise, knowledge and ability to provide the goods & services set forth below; and

**WHEREAS**, the SCHOOLS desires to hire CONTRACTOR to provide the custodial supply items as set forth below and/or on the attached document(s); and

**WHEREAS** CONTRACTOR was awarded this AGREEMENT after a duly performed competitive bidding process; and

**THEREFORE**, in consideration of the mutual agreements contained in this AGREEMENT and the terms and conditions set forth below and by the attached documents, it is hereby AGREED between the parties as follows:

1. **General Terms and Conditions**

This AGREEMENT shall follow the “General Terms and Conditions”, attached as Exhibit 1, and incorporated into this AGREEMENT.

2. **Form of Bid**

All goods, services and pricing shall in all ways comply with the Bid Form, attached as Exhibit 2 of this AGREEMENT.

3. **Pricing**

All pricing and payment shall be as set forth in Section I.8 of this AGREEMENT.

4. **Warranties and Title**

CONTRACTOR warrants that it has free and clear title, without encumbrance of any kind to services set forth in this AGREEMENT and all attachments, and that it has the lawful right to dispose of, provide and/or sell services in this AGREEMENT.

5. **Contract Documents**

This AGREEMENT includes the following Contract Documents:

- a. General Terms and Conditions, Exhibit 1
- b. Bid Form, Exhibit 2
- c. Invitation for Bid # 07212009-1500, Exhibit 3

6. **Merger**

CONTRACTOR and SCHOOLS agree that the Contract Documents set forth in the previous paragraph contain the entire agreement between the parties and that any previous representation or agreement, in writing or otherwise, is hereby superceded and made null and void. All amendments to this AGREEMENT shall be in writing with the notice provided as set forth in the General Terms and Conditions, attached as Exhibit 1.

7. **Choice of Laws and Venue**

Any and all disputes of any kind related to this AGREEMENT shall be brought before the King George County Circuit Court and determined under the Laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereby set their signature to this AGREEMENT on \_\_\_\_\_, 2009.

Contractor:

By: \_\_\_\_\_  
Dr. Candace Brown, Superintendent of Schools  
King George County, Virginia  
(540) 775-5833

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
( ) \_\_\_\_\_

CERTIFICATION: I, \_\_\_\_\_, certify by my signature above that I am the duly authorized agent of \_\_\_\_\_ and have all right and authority to represent \_\_\_\_\_ and to enter into this AGREEMENT.



#### **I.4 Taxes**

King George County Schools is exempt from excise taxation by virtue of exemption certificate No. 54-6001372. The Purchasing Agent will complete such documents as may be necessary for the CONTRACTOR to comply with applicable tax laws and regulations. The price or prices quoted here shall include all other federal and state, direct and indirect taxes which apply.

#### **I.5 Notice**

All communications and notices provided for herein shall be in writing, delivered personally or by certified mail, to the CONTRACTOR by name and address listed on the bid; to the King George County Procurement Manager, 10459 Courthouse Dr, Suite 201, King George, VA 22485, and to the King George County Superintendent of Schools, 9100 St. Anthony's Rd., King George VA 22485

#### **I.6 Nondiscrimination**

During the performance of this contract, the CONTRACTOR agrees as follows:

- 1 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 non-discrimination clause.
- 2 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.
- 3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 4 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.
- 5 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- 6 The CONTRACTOR will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 7 CONTRACTOR will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

## **I.7 Other Restrictions**

- 1 No firearms or weapons are permitted within 500 feet of school grounds.
- 2 In accordance with King George County School Board Policy, the Contractor shall not knowingly send any employee or agent who is a registered sex offender to any school building or school property. Quarterly, the Contractor shall check the registry to determine if employees are registered. The Contractor shall include this provision in any and all subcontracts.
- 3 All King George County School grounds are Alcohol, Tobacco, and Drug Free Zones. No illegal drugs, alcohol, or tobacco are permitted within 500 feet of school grounds.

## **I.8 Price and Services**

### **PAYMENT AMOUNT:**

The cost for all custodial supply items services provided for under this AGREEMENT shall be as listed on the Bid Form attached as Exhibit 2. All prices include delivery. Extra charges are not allowed. Prices shall remain fixed throughout the term of the contract. Any price escalations, and product substitutions, must be pre-approved, in writing, by the King George County Procurement Manager prior to being placed in effect. Submission of invoices with unauthorized price increases, or unauthorized product substitutions, may be cause for contract termination.

SCHOOLS will only be obligated, under this AGREEMENT, to the extent of purchase orders issued and goods received.

## **I.9 Quality Control and Inspection**

- 1 The SCHOOLS, by its Purchasing Agent, or any person whom he or she shall designate, shall have a right to inspect any products supplied by the CONTRACTOR in carrying out this AGREEMENT.
- 2 The CONTRACTOR shall be responsible for the contracted quality and standards of all goods furnished under this AGREEMENT up to the time of final acceptance by the SCHOOLS.
- 3 Goods and services not complying with the requirements of this AGREEMENT shall be rejected by the Purchasing Agent, or any person whom he or she shall designate, and shall be corrected by the CONTRACTOR at no additional cost to the SCHOOLS.

## **I.10 Deliveries**

Deliveries shall be made to the SCHOOLS facility placing an order. In case of failure to deliver specified goods in accordance with the terms and conditions of this AGREEMENT, the SCHOOLS, after due oral or written notice, may cancel the order, and purchase the needed goods on the open market.

## **I.11 Responsibility for Property**

The CONTRACTOR shall be liable for any loss or destruction of, or damage to, property of the SCHOOLS caused by the negligence or wrongful acts or omissions of the CONTRACTOR or the CONTRACTOR'S representatives, agents, or employees. Title and risk of loss or damage relating to the services provided by the CONTRACTOR shall be the responsibility of the CONTRACTOR until final acceptance by the SCHOOLS.

### **I.13 Assignment and Set-off**

This AGREEMENT shall be binding upon all successors, assigns, employees or other agents of the CONTRACTOR. The CONTRACTOR shall not delegate any duties, nor assign any rights or claims under this AGREEMENT, without prior written consent of the SCHOOLS (but in no case shall the consent relieve the CONTRACTOR from its obligations or change the terms of the AGREEMENT).

### **I.15 Bankruptcy**

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the CONTRACTOR or in the event of the appointment, with or without the CONTRACTOR'S consent, of an assignee for the benefit of creditors or of a receiver, the SCHOOLS shall be entitled to cancel this AGREEMENT without any liability whatsoever.

### **I.16 Governing Law and Venue; No Arbitration or Mediation**

This AGREEMENT between the PARTIES evidenced hereby, shall be deemed made in the Commonwealth of Virginia, and shall be construed and interpreted solely in accordance with the laws of Virginia. Venue for any action arising hereunder shall be in the state courts for King George County, Virginia. Nothing under this AGREEMENT shall be subject to arbitration or mediation, and any references to arbitration or mediation are expressly deleted from this AGREEMENT. The CONTRACTOR and SCHOOLS hereby waive any and all rights to arbitration under the laws of Virginia, the United States, or otherwise.

### **I.17 Indemnification**

The CONTRACTOR shall save, defend, hold harmless and indemnify the SCHOOLS, and all of its officers, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, or exposure, by reason of property damage or personal injury to any person, including the CONTRACTOR'S employees, of whatsoever nature or kind to the proportionate extent arising out of, as a result of, or in connection with such performance caused by the negligent actions or omissions of the CONTRACTOR, its employees, agents, subcontractors, or representatives. Without in any way limiting the foregoing, the CONTRACTOR shall maintain public liability and property damage insurance, and shall maintain Workman's Compensation insurance as required by law covering all employees performing under this AGREEMENT.

### **I.18 Limitation of Liability**

The SCHOOLS' liability shall be limited to the unpaid balance of purchase orders issued and goods received. and in no event shall the SCHOOLS be liable to CONTRACTOR for indirect, incidental, consequential or special damages.

### **I.19 Default**

The SCHOOLS may, by written notice of default to the CONTRACTOR, terminate this AGREEMENT in any one of the following circumstances:

- a. If the CONTRACTOR fails on three (3) consecutive or intermittent occasions, to make delivery of required goods; or
- b. If the CONTRACTOR deviates from the Bid Form by substituting product type, brand, or size without prior written approval of the Purchasing Agent; or
- b. If the CONTRACTOR fails to perform any of the other provisions of this AGREEMENT, in accordance with its terms, and does not cure the failure within a period of five (5) business days after receipt of notice from the Purchasing Agent specifying the failure.

In the event the SCHOOLS terminates this AGREEMENT, the SCHOOLS may procure, upon the terms and in the manner as the Purchasing Agent deems appropriate, the required goods on the open market.

The CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to and is deemed sufficient by the Purchasing Agent to establish that failure to perform the AGREEMENT was due to causes beyond the control and without the fault or negligence of the CONTRACTOR.

## **I.20 Termination**

This AGREEMENT may be terminated by the Purchasing Agent whenever the Purchasing Agent shall determine that such termination is in the SCHOOLS' best interest. Any such termination shall be effected by the delivery to the CONTRACTOR of a written notice of termination at least fifteen (15) days before the date of termination, specifying the AGREEMENT is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the CONTRACTOR shall stop all performance, cancel orders for goods and terminate Subcontractor's as of the date specified in the notice; and accept no further orders from the SCHOOLS. However, any authorized goods not delivered as of the date of termination shall be delivered as required herein.

## **I.21 Force Majeure**

CONTRACTOR is not responsible for damages or delay in performance caused by conditions beyond its control including, but not limited to, Acts of God, wars, and natural disasters. In any such event, CONTRACTOR'S fee and schedule shall be equitably adjusted.

## **I.22 Immigration Reform and Control Act Of 1986**

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. Virginia Code § 2.2-4311.1

## **I.23 Official Not To Benefit**

CONTRACTOR certifies that to the best of his knowledge no SCHOOLS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to this AGREEMENT. If such a benefit has been received or will be received, this fact shall be immediately disclosed to the King George County Procurement Manager. Failure to disclose the information prescribed above may result in recession of this AGREEMENT, or affect payment pursuant to the terms of the AGREEMENT.

Whenever there is reason to believe that a benefit of the sort described in the paragraph above has been or will be received in connection with this AGREEMENT that the CONTRACTOR has failed to immediately disclose, or has inadequately disclosed it, SCHOOLS as a prerequisite to payment pursuant to the CONTRACTOR, or at any time may require the CONTRACTOR to furnish, under oath, answers to any interrogatories related to such possible benefit.

In the event the CONTRACTOR has knowledge of benefits as outlined above, this information shall immediately be submitted to the King George County Procurement Manager.