

# *Bath County Public Schools*

*P.O. Box 67*

*Warm Springs, Virginia 24484*

*Phone: 540-839-2722*

*Fax: 540-839-3040*

[www.bath.k12.va.us](http://www.bath.k12.va.us)

## **SCHOOL NUTRITION OFFICE**

**Lumina B. Shifflett, Director**

**June 26, 2017**

### **INVITATION FOR BID**

#### **FURNISH AND DELIVER FOOD AND SUPPLY ITEMS**

Sealed bids, subject to the general terms and conditions on the attached hereof, will be received at the Bath County Public Schools Administration Building until, but no later than, **10:00 AM, Wednesday, July 26, 2017**, and then publicly opened, for furnishing the following goods, and/or service, for delivery F.O.B. to the three (3) Bath County Public Schools.

Furnish and deliver food and supply items for Bath County Public Schools:

See General Conditions

See Special Provisions

See Milk and Ice-Cream Bid Items and Descriptions

See List of Schools

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In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers to furnish all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point specified in accordance with the attached delivery schedule.

Bidder: \_\_\_\_\_ (Company Name)

\_\_\_\_\_

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

\_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS SUBMISSION AND RECEIPT OF BIDS**

1. Proposal forms and requirements will be available Monday, June 26, 2017, at the Bath County Public Schools School Nutrition Office, 21245 Sam Snead Highway, Warm Springs, VA 24484, and on the Bath County Public Schools website, bath.k12.va.us.
2. Proposals will be accepted at this location until 10:00 a.m. on Wednesday, July 26, 2017. Proposals will be accepted by mail or in person. No late proposals will be accepted. Proposals must be in sealed envelopes and clearly marked "PROPOSAL \*CAFETERIA FOOD/SUPPLIES BID\* JULY 26<sup>TH</sup>, 2017". All proposals must be addressed to Lumina B. Shifflett, School Nutrition Director.
3. The bidder must initial erasures or changes in the bid. All bids must be signed in ink.
4. Bidders should plan to have the food/supplies delivered according to the specifications listed in the DELIVERY section of this request for bid.

### **BID BINDING**

This bid shall be binding upon the bidder for 60 calendar days following the bid opening date.

### **INDEMNIFICATION:**

The bidder agrees to indemnify, defend and hold harmless the Bath County Public School's Board, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods or equipment of any kind or nature provided by the bidder and any services of any kind or nature provided by the bidder, provided that such liability is not attributable to the sole negligence of the using agency or failure of the using agency to use the materials, goods or equipment in the manner already and permanently described by the bidder on the materials, goods or equipment delivered.

### **ANTI-DISCRIMINATION:**

By submitting their bids, all bidders certify to the Bath County School Board that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in a and b below apply:

- a. During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonable necessary to 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. The contractor, in all solicitations or advertisements for employees placed by and on behalf of the contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal laws, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. The contractor shall include the provisions of a above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

#### **ETHICS IN PUBLIC CONTRACTING:**

By submitting their bids, all 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.

#### **DISBARMENT:**

By signing this bid, the Bidder certifies that this person/firm/corporation is not currently barred or suspended, by any Agency of the Commonwealth of Virginia or by any Federal Agency, from bidding on contracts.

#### **IMMIGRATION REFORM AND CONTROL ACT:**

By signing this bid, the Bidder certifies that it does not, and will not, during the performance of this Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

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## **SPECIAL PROVISIONS**

### **1. SCOPE OF CONTRACT**

- 1.1 The intent and purpose of this Invitation for Bid is to establish set unit prices for select food / supplies for the School Nutrition Program in the Bath County Public School division for the following schools: Millboro Elementary School, Valley Elementary School, and Bath County High School.

### **2. AWARDING OF CONTRACT**

- 2.1 Even though price is a key element, it is not the only important criteria. Quality and delivery records will be considered. Bath County Public Schools reserves the right to select the vendor deemed the overall best solution for the school system. The bid will be awarded on an all or nothing basis.
- 2.2 Bids will be accepted at this location until 10:00 a.m., on July 26, 2017. No late proposals will be accepted.

### **3. PERIOD OF CONTRACT**

- 3.1 This contract will cover the period from August 1, 2017 and remain in effect until June 30, 2018 with an option to renew for up to two (2) additional years contingent upon the following:
  - 3.1.1 Pricing structure will be for the most used products.
  - 3.1.2 Bath County Public Schools will have the opportunity to review the pricing structure and reserve the option to renew or reject.
  - 3.1.3 A mutual and written agreement by both parties.

### **4. PRICING**

- 4.1. All prices shall be f.o.b. destination and include all charges that may be incurred in fulfilling the terms of this contract. Prices/discounts shall remain firm for the duration of the contract, unless otherwise stipulated in the special provisions.

## 5. ESTIMATED QUANTITIES

- 5.1 The quantities specified on the Pricing Schedule are reasonable estimates only and are given for the purpose of bid evaluation. Forecasted estimates do not necessarily indicate the actual quantity that will be ordered, such volume will be affected by USDA Commodities that are received. The Contractor will be required to fill all orders regardless of the original estimated quantities shown on the bid.
- 5.2 Estimated quantities shown on the bid shall not be construed to represent any amount that Bath County Public Schools shall be obligated to purchase under the contract.
- 5.3 NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT BATH COUNTY PUBLIC SCHOOLS SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

## 6. DEVIATIONS FROM SPECIFICATIONS

- 6.1 If brand name(s) and/or product number(s) are given it is for purposes of identification and to denote the standard of quality desired and do not, in any way restrict bidders to specific make and manufacturer. If there is any deviation in pack, source, quality, etc., of bid item (from that prescribed in the specifications), the appropriate line in the specifications will be ruled out and the substitution clearly indicated. A sample must be furnished so the School Nutrition Director can determine if the substitution is of equal quality.
- 6.2 For evaluation purposes if deviation in the pack of a bid item occurs, from that which is prescribed in the specifications, the School Nutrition Director reserves the right to reduce such a deviation to a common denominator so that equal quantities are considered for all bidders.

## 7. DELIVERY FAILURES

- 7.1 Bidders are CAUTIONED to consider carefully the delivery time they indicate for each bid, as they will be required to adhere to that delivery day and time frame. The delivery schedule will be worked out with each school in the Bath County Public School system.

## 8. TIME OF PERFORMANCE

- 8.1 Unless otherwise specified in the special provisions, delivery availability must be stated IN DAYS for the initial delivery after the bid is awarded. Indefinite terms such as “promptly”, “without delay”, etc., will not be given consideration. **FAILURE TO INDICATE DELIVERY DAY AND TIME SHALL BE JUST CAUSE FOR REJECTION OF THE BID.**

## 9. ORDER OF PRECEDENCE

- 9.1 In the event of conflict, the Special Provisions of this contract shall take precedence over any other conditions.

## **10. PURCHASE ORDER**

- 10.1 All purchases will be based on contract pricing as agreed upon in the acceptance of the bid. The successful bidder will use the delivery tickets and adjustments as the means for billing each school for products purchased.
- 10.2 All statements will be verified for accuracy and submitted to the School Nutrition Director for approval of payment.
- 10.3 Payment will be promptly mailed with two (2) days after the Bath County School Board meets on the first (1<sup>st</sup>) Tuesday of each month. Cut off of processing bills will be the Friday before the last Tuesday of each month.
- 10.4 Any questions concerning payment should be directed to the school division's School Food Service department.

## **11. DELIVERIES AND ORDERING PROCEDURES**

- 11.1 Deliveries will be made, as required to the Bath County Public Schools, taking into consideration the profile and mutually agreed upon order schedule and delivery days.
- 11.2 Deliveries will be made to each school between the hours of 7:00 A.M. and 1:00 P.M., unless otherwise stated, on mutually agreed upon delivery days. All deliveries will be made to locations designated by receiving personnel. All delivery/sales tickets must be signed by the food service manager or designee.
- 11.3 This contract is for inside delivery to all schools sites while school is in session August 16, 2017 through June 2, 2018.
- 11.4 The Contractor will obtain the first week's orders and all orders thereafter on a weekly basis and/or bi-weekly basis from the School Nutrition Manager at each school or from the School Nutrition Director through the company's on-line ordering system.
- 11.5 The Contractor will be informed of emergency school closings, (i.e., snow, ice, etc.). When schools are closed due to an emergency, the delivery will be made on the next day that schools are reopened.
- 11.7 The Contractor will obtain from the School Nutrition Director a school calendar indicating school holidays and other days that school will be closed. (2017-2018 Calendar attached).
- 11.8 The Contractor will provide delivery trucks maintained in sanitary condition. Products shall be organized to prevent damage or spoilage during transport and to allow for easy access upon delivery.
- 11.9 Frozen, fresh, and perishable items must be held at the proper temperature. All canned and dry products must be free of visible damage. The Bath County Public Schools reserves the right to return, for credit, any damaged items.

- 11.10 Prior contact must be made to the School Nutrition Director in the event that the distributor does not have an ordered bid item. Substitutions are at the discretion of the Director and must have an approved product of equal or greater quality. **The Contractor must extend the bid price for substituted items.** If an item is not available through the primary supplier, Bath County Public Schools reserves the right to contact a secondary supplier.

## **12. DELIVERY/SALES TICKETS FOR SCHOOLS**

- 12.1 The Contractor will be required to leave two (2) copies of all delivery/sales tickets at each individual school food service operation. Such delivery/sales tickets must contain the following information:
- a. BILL TO:  
Bath County Public Schools  
School Name / Account Number
  - b. Name of each item
  - c. Quantity of each item
  - d. Unit price
  - e. Extension of each item
  - f. Total for all items
  - g. Notation of shortages
  - h. Signature of authorized receiving personnel
  - i. Breakdown of items of category (Food, Non-Food, Chemicals, etc.)

## **13. BILLING FOR SCHOOLS**

- 13.1 A separate statement for each school will be prepared monthly in accordance with the billing schedule furnished by the School Nutrition Director. Statements will be forwarded immediately to the School Nutrition Office after the billing period.

Statements must contain:

- a. The school district and the name and number of the school.
  - b. The total of each individual invoiced delivery for the month.
  - c. The total of all invoiced deliveries for the month.
  - d. The total of all credits from shortages or damaged products for the monthly period.
- 13.2 Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice.

## **14. LIABILITY**

- 14.1 The Contractor will hold the School Board harmless for any damages resulting from consumption of products delivered under this contract, when such damages are attributed to foreign materials or other defects in products delivered by the Contractor.
- 14.2 The Contractor will be held liable for any damages incurred by their driver or vehicle while at each delivery site.

## **15. SAMPLES**

- 15.1 Bath County Public Schools reserves the right to require a bidder to furnish samples of any item on which he submits a bid, within three (3) working days after the request is made.

The samples must be furnished free of charge, packed in the original container, clearly marked "SAMPLE" with the bid number, bid item number, bidder's name and address. Samples to be delivered to:

Bath County School Board  
School Nutrition Director  
21245 Sam Snead Highway  
Warm Springs, VA 24484

- 15.2 Bidder's samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure of samples to conform to all such characteristics will require rejection of the bid.
- 15.3 Failure to submit the requested sample shall be just cause for eliminating the bidder from further consideration for award.

## **16. FOOD LAWS AND STANDARDS**

- 16.1 All products specified herein shall be processed, packaged and delivered in accordance with regulations of the Virginia Health Department, U.S. Department of Agriculture, and requirements of the Federal Food, Drug and Cosmetic Act.
- 16.2 All products shall be free from spoilage, contamination, deterioration, and/or other visible and nonvisible damage.
- 16.3 Products domestically grown and packaged are preferred.
- 16.4 Products with minimal amounts of artificial ingredients and colors are preferred. Processed products which DO NOT contain BHA, BHT, and MSG are preferred.

## **17. INSPECTION**

- 17.1 An authorized representative of the Bath County Public Schools School Board shall have the right to inspect the premises, facilities, and processing methods for producing items covered by this contract. He/She may make, or cause to be made, standard tests for any items delivered for the purpose of insuring satisfactory contractor performance.
- 17.2 All items covered by this contract shall be packaged and labeled in accordance with accepted trade practices in sufficiently sturdy and clean containers.
- 17.3 All items delivered must be in strict accordance with the specifications contained herein and will be subject to testing by the Bath County Public Schools School Nutrition Services staff and/or the Virginia Department of Health. Furthermore, the Bath County Public Schools reserves the right to conduct periodic product testing on random samples during the life of the contract.



## **18. QUALITY TESTING – PRODUCT PRE-QUALIFICATION**

- 18.1 The Bath County Public Schools may pre-quality products during scheduled testing from October – April of the prior school year. Products tested will be evaluated by an impartial panel set up by Bath County Public Schools. This panel will be comprised of any or all of the following:

Bath County School Board members, member designee, managers and/or students. Samples will be reviewed for appearance, taste, texture, nutritive content, and overall quality before being approved for purchase. Approved products are specifically indicated in the Invitation for Bid.

## **19. DELIVERY VEHICLES**

- 19.1 All products specified herein shall be delivered in vehicles that are maintained in a sanitary condition.
- 19.2 Delivery vehicles should be equipped with back-up alarms to help prevent accidents.
- 19.3 Delivery vehicles should be locked, secured, and not running during delivery times.

## **20. TAXES**

- 20.1 Bath County Public Schools are normally exempt from all direct State and Federal taxes.
- 20.2 Exempt Certificates will be issued upon request.

## **21. DEFAULT**

- 21.1 In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Bath County Public Schools 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.
- 21.2 This remedy shall be in addition to any other remedies the Bath County Public Schools School Board may have.

## **22. MANDATORY USE OF BID FORMS AND TERMS AND CONDITIONS:**

- 22.1 Failure to submit the bid on the official Bath County Public Schools form provided for that purpose shall be a cause for rejection of the bid.
- 22.2 Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, the Bath County Public Schools reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive.
- 22.3 As a precondition to its acceptance, the Bath County Public Schools may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of the bid which does not affect quality, price or delivery.

22.4 No modifications of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

**23. PRODUCT NUTRIENT ANALYSIS INFORMATION SHEET**

23.1 Product information sheets for all comparable food products are to be submitted to the School Nutrition Director with the returned bid. This sheet must include a nutritional analysis for each product.

**24. SPECIFICATIONS**

24.1 Child Nutrition labels are preferred. A Product Specification letter from the processor is required for each item which is used to meet the Meat/Meat Alternate requirement of the U.S.D.A. lunch pattern.

24.2 Product Specification letters or Child Nutrition Labels for these items must be submitted to the School Nutrition Services Director.

**25. AVAILABILITY OF FUNDS**

25.1 It is understood and agreed between the parties herein that the agency shall be bound here under only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**26. INTERPRETATION OF BID**

26.1 Any questions concerning this bid should be directed to the Bath County Public Schools School Nutrition Services Director at (540) 839-2722.

**27. ADDITIONS / DELETIONS**

27.1 The Bath County Public Schools reserves the right to add or delete related item requirements as indicated in Paragraph 1 of Special Provisions during the period of the contract. Prices for items to be added to the contract will be negotiated with the Contractor. A contract amendment will be issued for each addition or deletion.

**28. CONTACT FOR INSIDE CONTRACT ADMINISTRATION**

28.1 In the event your firm receives a contract as a result of the Invitation for Bid, please designate an inside person we may contact during the period of the contract for prompt contract administration:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

**29. FIELD TERRITORIAL SALES REPRESENTATIVE**

29.1 In the event your firm receives a contract as a result of this Invitation for Bid, please designate a person who will be available during the period of the contract, both prior to commencement and during the life of the contract, for periodic personal visits to the School Nutrition Services Office.

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_

**30. LOCAL DISTRIBUTION POINT**

30.1 The successful Contractor must have a place of business in Virginia with adequate facilities for delivery to all Bath County Public Schools of the items cited herein, within prescribed time limits. These facilities must have the capability for accepting telephone orders and for making necessary adjustments under this contract. The bidder must state, in the space provided below, the address and telephone number of the local distribution point.

LOCAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
LOCAL TELEPHONE NUMBER: \_\_\_\_\_  
LOCAL FAX NUMBER: \_\_\_\_\_

**31. DESCRIPTION OF FIRM**

31.1 Bidder will state below whether he/she is a “Regular Manufacturer” or a “Regular Dealer”.

\_\_\_\_\_

If a manufacturer, bidder will state where items are to be manufactured.

\_\_\_\_\_

If a dealer, bidder will state below where items will be maintained in stock and sold to the public in the usual course of business.

\_\_\_\_\_

(Street and Number, City, and State)

**32. INSPECTION OF PLANT FACILITIES**

32.1 The bidder certifies that an inspection of the physical facilities of this plant was conducted by the

\_\_\_\_\_  
(Name of Agency)

\_\_\_\_\_  
(Date of Last Inspection)

AND THIS PLANT WAS \_\_\_\_\_  
(Accepted)

\_\_\_\_\_  
(Rejected)

for furnishing its products to the Bath County Public Schools School Nutrition Program.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS –  
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants = responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register, pages 4722-4733.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any state or local department or agency,
  - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (state or local) transaction or contract under a public transaction; violation of state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (state or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification, and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (state or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Award Number or Project Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION –  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CAR Part 3017, Section 3017.510, Participants = responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register, pages 4722-4733.

(Please read instructions for certification on page 15 before completing this form.)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or local department or agency.
  
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Award Number or Project Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **INSTRUCTION FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower-tier covered transaction,” “participant,” “person,” “primary-covered transaction,” “principal,” “proposals,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion – Lower Tier covered Transaction,” without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**BATH COUNTY SCHOOLS BID ITEM LIST FOR 2017/2018**

SF Item#	Line #	Item Description	Brand Bid	Bid Unit	Pack Size	Qty	Case Cost	Extended Cost
	1	PORK BBQ TEXAS SAUCE, low sodium	Brookwood 12013, or approved equal	CASE	2/5#	16		
	2	GROUND BEEF PATTY, FULLY COOKED, FROZEN: IMPS 136; ground beef to be 80:20 lean to fat; minimum 2.5 oz.; maximum 3.0 oz.; CN Labeled to provide 2 oz. meat/meat alternate; cooking temperatures to comply with FSIS requirements	Zartic 80130ACN, Donlee cn152253 or approved equal	CASE	240/2.25z	28		
	3	GROUND BEEF, BULK, FROZEN: ground beef to be 85/15 lean to fat; 5# ROLL 4/CS.	Holten # 11502 85/15 or approved equal	CASE	2/10#	20		
	4	CHICKEN TENDER FRITTER CN, FULLY COOKED	Tyson 70334-0928 or approved equal	CASE	450/1.1oz	22		
	5	CHICKEN TENDERS, Breaded, Gluten Free	Brakebush 5810 or Harvestland 56230 or approved equal	CASE	10#	12		
	6	CHICKEN BREAST STRIPS; GRILLED FULLY COOKED, CN	Brakebush 5211 or approved equal	CASE	2/5#	12		
	7	CHICKEN PATTY, BREADED,; Breakfast portion 50% whole grain, must meet 1 grain, 1 protein	Proview #50115WG CN or approved equal	CASE	200/1.6oz	11		
	8	Chicken, Nuggets Fully Ckd, 50% whole Grain, 0 trans fat,5= 2oz protien	Koch #85606 or approved equal	CASE	240/.7oz	46		
	9	CHICKEN PATTY, BREADED, : chicken breast whole grain with whole muscle; no extenders; MSP not allowed; oven ready; to be CN labeled to provide 2 oz. meat/meat alternate equivalent; maximum 15 gms. Fat /serving.	Tyson 70302-928 or approved equal	CASE	132/3.75oz	15		
	10	CHICKEN CHUNK, ASIAN, 0 trans fat, 50% whole grain	Proview 64130WG or approved equal	CASE	256/1.25	17		
	11	CORN DOG, MINI, FROZEN: Whole Grain CN labeled to provide 2oz. meat/meat alternate; heat and serve. 244/.72 oz.; 6/serving	Foster Farms 96086 or approved equal	CASE	239/.67oz	79		
	12	FISH FILET, Whole Grain	High Liner 1089271 - Viking or approved equal	CASE	46/3.6oz	37		
	13	HOT DOG, Turkey, sodium <= 400 mg	Perdue 65669 or approved equal	CASE	2/5#	41		
	14	HAM, DELI; 10-12 # EACH 2/CASE	FARMLAND 193800 or approved equal	CASE	4/13#	18		
	15	PEANUT BUTTER/JELLY SANDWICH, 50% whole grain, meets 1 grain and 1 protien	Advance Pierre 92123 or approved equal	CASE	72/2.6oz	10		
	16	PIZZA, Cheese Wedge Reduced Fat, 50% whole grain, Sodium <=600mg, meets 2 protien, 2 grains	Gilardi 12720 or approved equal	CASE	96/4.68oz	66		
	17	PIZZA, Pepperoini Wedge Reduced Fat, 50 whole grain, Sodium <= 600mg, meets 2 protien, 2 grains	Gilardi 12721 or approved equal	CASE	96/4.68 oz	15		
	18	PIZZA, BREAKFAST SAUSAGE, 50% Whole Grain, Sodium <= 500mg, meets 1 grain, 1 protien	TONY'S #63912 Whole Grain	CASE	128/cs	49		
	19	SAUSAGE, PORK CN fully cooked	Briars 29667 or approved equal	CASE	154/1.25oz	35		
	20	TURKEY Brst Sknl 1 Star Ov Rstd	Perdue or approved equal	LBS	2/10#	36		
	21	MOZZARELLA CHEESE Breaded Stix, Reduced Sodium	Rich Seapak #65219 or approved equal	CASE	8/3 lb	11		
	22	<b>VEGETABLES</b>						
	23	BEANS, GREEN, CANNED: to be packed to U. S. Grade A standards; Blue Lake variety; #3 size; cut; 6 - 10#/case	PRIVATE LABEL 4sv Fancy	CASE	6/#10	48		
	24	BEANS, Kidney Light Red Low Sodium	Furmano or approved equal	CASE	6/#10	12		
	25	BEANS, VEGETARIAN; LOW SODIUM; To be packed to U.S. Grade A standard; Canned; 6 #10/Case	PRIVATE LABEL	CASE	6/#10	20		
	26	BROCCOLI, Short Spears or Florets;1-3 inch lengths; Frozen; to be packed to U.S. Grade A or U.S. Fancy; 12/2# or 6/4#	PRIVATE LABEL	CASE	12/2#	35		



SF Item#	Line #	Item Description	Brand Bid	Bid Unit	Pack Size	Qty	Case Cost	Extended Cost
	27	CORN, WHOLE-KERNEL FROZEN: to be packed to U.S. Grade A standard; yellow or golden; 20#/case.	PRIVATE LABEL	CASE	1/20#	32		
	28	PEAS, FROZEN: to be packed to U.S. Grade A standard; 20#/case.	PRIVATE LABEL	CASE	1/20#	10		
	29	POTATOES, rounds, oven ready, 0 trans fats	Simplot 1179004189 or approved equal	CASE	6/5#	13		
	30	POTATOES, MASHED INSTANT: w/milk and vitamin C.	IDAHOAN 2970000313 or approved equal	CASE	12/26oz	12		
	31	SAUCE, SPAGHETTI reduced sodium- 6 #10/CS	Angela Mia #42201 or approved equal	CASE	6/#10	10		
	32	SWEET POTATO PUFFS; Frozen, 2-5# PER CASE	Lamb Weston L0094 or approved equal	CASE	6/2.5#	25		
	33	VEGETABLE BLEND, FROZEN: California; mixture to contain cut broccoli, cauliflower florets, crinkle cut carrots; 10#/case. 20#	Packer Label	CASE	1/20#	21		
	34	FRENCH FRIES, CRINKLE CUT, 0 trans fat, sodium <=200mg serving	Simplot 21227 or approved equal	CASE	6/5#	33		
	35	<b>FRUITS, JUICES</b>						
	36	APPLESAUCE, CANNED: to be packed to U. S. Grade A standard; natural color; natural flavor; unsweetened; regular form or style; 6 - #10/CS	PRIVATE LABEL	CASE	6/#10	11		
	37	FRUIT COCKTAIL, CANNED: to be packed to U. S. Grade B standard; packed in own juice or light syrup; 6/ #10/case	PRIVATE LABEL	CASE	6/#10	23		
	38	PEACHES, CANNED: slices; to be packed to U.S. Grade B standard; clingstone; packed in own juice or light syrup; 6 #10/CASE	PRIVATE LABEL	CASE	6/#10	21		
	39	PEARS, CANNED: slices; to be packed to U. S. Grade B standard; packed in own juice or light syrup; 6 #10/case.	PRIVATE LABEL	CASE	6/#10	15		
	40	ORANGES, MANDARIN whole segments	PRIVATE LABEL	CASE	6/#10	30		
	41	TROPICAL FRUIT, 6/#10 LS	PRIVATE LABEL	CASE	6/#10	14		
	42	PINEAPPLE, CANNED TIDBITS: pieces to be packed to U.S. Grade B standard; own juice; 6 #10/CS.	PRIVATE LABEL	CASE	6/#10	16		
	43	JUICE, APPLE: PORTION; 100% FRUIT JUICE; 4 oz. each	Country Pure #41381 or approved equal	CASE	96/4pz	14		
	44	JUICE, ORANGE: PORTION; 100% FRUIT JUICE 4oz.	Country Pure #41340 or approved equal	CASE	70/4oz	18		
	45	JUICE GRAPE; PORTION 100% FRUIT JUICE 4 OZ	Country Pure 41382or approved equal	CASE	96/4oz	17		
	46	SIDEKICKS - Assorted Flavors - #2009, 2014, 2015, 2016	Ridefield #2009, 2014, 2015, 2016 or approved equal	CASE	84/4.4oz	21		
	47	<b>CONDIMENTS</b>						
	48	KETCHUP, 33% solids Reduced Sodium	Heinz 00063 or approved equal	CASE	6/#10	23		
	49	JELLY, ASSORTED; P.C.	Americana 025400 or approved equal	CASE	200/10GR	10		
	50	KETCHUP, POUCH: PC; 9GM, 1M	Heinz Low Sodium 78004314 or approved equal	CASE	1M	10		
	51	MAYONNAISE: reduced calorie; 4-1 GAL	Ken'sKE0892 or approved equal	CASE	4/1gal	14		
	52	<b>BREAD/GRAIN/DRY MIXES</b>						
	53	BUTTERMIST PAN SPRAY; 6 – 14 OZ/CASE	BUTTERMIST #56217 or approved equal	CASE	6/17oz	22		
	54	BUTTER BUDS; Natural Butter Concentrate;	BUTTER BUDS #49835 or approved equal	CASE	24/4oz	15		
	55	FLOUR, ENRICHED: all purpose; 50#/bag	General Mills H&R 132679 or approved equal	CASE	1/50LB	35		

SF Item#	Line #	Item Description	Brand Bid	Bid Unit	Pack Size	Qty	Case Cost	Extended Cost
	56	FLOUR, Whole Wheat, stone ground 50#	General Mills58072 or approved equal	CASE	1/50LB	19		
	57	PASTA SPAGHETTI WG	Barilla Whole Grain 013340 or approved equal	CASE	2/10#	10		
	58	SUGAR, GRANULATED: WHITE 25#/BAG	DOMINO or approved equal	BAG	25#	16		
	59	TORTILLA, SOFT, FROZEN: WHOLE WHEAT: other flour to be enriched; round shape; 8 inch; 1.8 oz=2bd	Don Poncho #02204 or approved equal	CASE	12/12ct	17		
	60	<b>REFRIGERATED/FROZEN ITEMS</b>						
	61	TRIX YOGURT 48/4oz Raspberry/Strawberry Banana	Yoplait 17725 & 17726 OR approved equal	CASE	48/4oz	12		
	62	CHEESE, Amercian Yellow Sliced 160ct Red Fat	Bongards #10054-1 or approved equal	CASE	4/5lb	24		
	63	CHEESE CHED Natural Shredded Red Fat	Schreiber #29394 or approved equal	CAEE	4/5#	16		
	64	YOGURT, FRESH; Made with Grade A 1% Milk: Fat 1%, Solids 22-24 %; Containing live and active yogurt cultures with Acidophilus: Made with natural fruit and flavors. 4 OZ. EACH	Upstate Farms Peach or approved equal	CASE	48/4oz	11		
	65	YOGURT, FRESH; Made with Grade A 1% Milk: Fat 1%, Solids 22-24 %; Containing live and active yogurt cultures with Acidophilus: Made with natural fruit and flavors. 4 OZ. EACH	Upstate Farms Strawberry Banana or approved equal	CASE	48/4oz	18		
	66	YOGURT, FRESH; Made with Grade A 1% Milk: Fat 1%, Solids 22-24 %; Containing live and active yogurt cultures with Acidophilus: Made with natural fruit and flavors. 4 OZ. EACH	Upstate Farms Stawberry or approved equal	CASE	48/4oz	11		
	67	PARFAIT PRO; LOW FAT VANILLA ; 6-4#/CS; 96 4 oz. servings	YOPLAIT 16632 or approved equal	CASE	6/64oz	14		
	68	<b>FROZEN BREAD/GRAINS</b>						
	69	CINNAMON ROLL, MINI IW; CN	Pillsbury 33686 or approved equal	CASE	72/2oz	16		
	70	BISCUIT, frozen, prebaked, 50% whole grain, meets 1 grain	Plisbury 32273 or approved equal	CASE	175/1oz	47		
	71	CROISSANT, 50% WHOLE Grain, meets 1 grain	Hadley 134 or approved equal	CASE	210/1.25oz	16		
	72	BREAD, SLICED, 50% WHOLE GRAIN, 1 SLICE = 1 GRAIN	Flowers 99835670 or approved equal	CASE	10/24 oz	20		
	73	BUN HOAGIE, frozen 50% whole grain, meets 2 grain	Hadley 3023 or approved equal	CASE	144/2.3oz	12		
	74	BUN , HAMBURGER, FROZEN 50% whole grain, meets 2 grain	Bakecraft 472 or Flowers 99832050 approved equal	CASE	120/case	16		
	75	ROLL, DINNER, 50% WHOLE GRAIN, MEETS 1 GRAIN, 1 OZ		CASE				
	76	ROLL, DINNER, 50% WHOLE GRAIN, MEETS 2 GRAIN, 2 OZ		CASE				
	77	BUN HOT DOG, frozen, 50% whole grain, meets 2 grain	Bakecraft 425 or approved equal	CASE	144/1.5oz	16		
	78	FRENCH TOAST STICKS FROZEN: Regular flavor; CN labeled to provide 2 servings grain/bread equivalent; 5 2#/case	FARM RICH #37720	CASE	12/2LB	20		
	79	<b>BREAD/GRAIN</b>						
	80	CEREAL, BOWL PAK, APPLE FLAVORED RINGS, 50% WHOLE GRAIN, MEETS 1 GRAIN, NO ARTIFICIAL SWEETENERS, 1/3 LESS SUGAR	KELLOGG'S 78787 or approved equal	CASE	96/1 OZ	20		
	81	CEREAL, BOWL PAK, OAT RINGS, PLAIN; 50% WHOLE GRAINS, MEETS 1 GRAIN	GENERAL MILLS 32262 OR APPROVED EQUAL	CASE	96/1 OZ	20		
	82	CEREAL, BOWL PAK, FROSTED FLAKES; 1/3 LESS SUGAR. 50% WHOLE GRAINS, MEETS 1 GRAIN, NO ARTIFICIAL SWEETENERS	KELLOGG'S 38000-54998	CASE	96/1 OZ	10		

SF Item#	Line #	Item Description	Brand Bid	Bid Unit	Pack Size	Qty	Case Cost	Extended Cost
	83	CEREAL, BOWL PAK, Fruit Rings: 50% WHOLE GRAIN,Reduced sugar MEETS 1 GRAIN	KELLOGG'S 38000-78788	CASE	96/1 OZ	22		
	84	CEREAL, BOWL PAK, TOASTED RICE; 50% WHOLE GRAIN, MEETS 1 GRAIN	KELLOGG'S 78789 Whole Grain	CASE	96/1 OZ	15		
	85	CEREAL, BOWL PAK, HONEY NUT OAT RINGS; 50% WHOLE GRAIN, MEETS 1 GRAIN	GENERAL MILLS 11918	CASE	96/1 OZ	20		
	86	CEREAL, Chex Cinnamon; GLUTEN FREE; 50% WHOLE GRAIN; MEETS 1 GRAIN	GENERAL MILLS 38387	CASE	96/1 OZ	10		
	87	<b>A La Carte Items</b>						
	88	CHIPS, potato baked	FRITO LAY 33625 or approved equal	CASE	60/.875z	17		
	89	CHIPS, Tortilla Scoops Bkd	Tostito 42537 or approved equal	CASE	72/.875Z	64		
	90	WATER, 500 ml	Crystal Geysler 24514-7 or approved equal	CASE	24/500ml	34		
	91	WATER, 8 oz	Crystal Geysler 28508-2 or approved equal	CASE	28/8 oz	12		
	92	<b>SPICES, GRAVIES, GELATINS</b>						
	93	GRAVY MIX, 8/16 OZ.CHICKEN: LOW SODIUM	TUF 073T	CASE	8/14oz	11		
	94	SEASONING MIX, TACO reduced sodium <= 280 mg serving	Sauer 09273	CASE	6/14oz	10		
	95	<b>CLEANING SUPPLIES</b>						
	96	BLEACH: 6 GAL/CS.	KIK or approved equal	CASE	6/1GAL	26		
	97	CLEANER, ALL PURPOSE: FLOOR 12./28	AJAX or approved equal	CASE	12/32OZ	10		
	98	DE-LIMER; 4-1 GALLONS/CASE	Swisher or approved equal	CASE	4/1gal	13		
	99	DETERGENT, POTS & PANS: 3/1 Gallon	Dawn 57445 or approved equal	CASE	4/1gal	10		
	100	DETERGENT, LAUNDRY: POWDER; BULK 25#	TIDE 02364 or approved equal	CASE	36#	28		
	101	BRILLO PADS: 12/10 count/cs	BRILLO or approved equal	CASE	12/10CT	16		
	102	STAINLESS SPONGES, 12/BOX	Primesource or approved equal	CASE	1/12CT	16		
	103	<b>PAPER SUPPLIES</b>						
	104	BOWL, SOUP: 12 OZ 1000/cs	Dart 12B32 or approved equal	CASE	1M	13		
	105	Lid for Dart 200pc	Dart pl200n or approved equal	CASE	1000/cs	12		
	106	FORKS, PLASTIC: MED. WGT. 1000/CS	Primesource or approved equal	CASE	1M	24		
	107	SPOONS, PLASTIC: MED. WT. 1000/CS.	Primesource or approved equal	CASE	1M	24		
	108	GLOVES, SYNTHETIC DISPOSABLE; 10 BX OF 100/CS; MED	Handgard or approved equal	CASE	10/100ct	24		
	109	Lid vented Trans 32oz	Dart 12JL or approved equal	CASE	500 ct	12		
	110	ALUMINUM FOIL: 1/18" X 1 M, HEAVY	HFA 11807 or approved equal	ROLL	18/1M	20		
	111	PAN STEAM TABLE, full size	HFA or approved equal	CASE	1/50CT	24		
	112	PAN LINERS QUILON; 1M/CASE	Papercon or approved equal	CASE	1M	10		
	113	DISPENSER NAPKINS;	DX900, SOLE SOURCE	CASE	12/500CT	11		
	114	TRAYS RECTANGULAR COMPARTMENT: DISPOSABLE; 6 COMPARTMENT 10 3/4"; 500/CS	PACTIV TH1-0601 or approved equal	CASE	500CT	28		

SF Item#	Line #	Item Description	Brand Bid	Bid Unit	Pack Size	Qty	Case Cost	Extended Cost
	115	SOUFFLE CUP: PLASTIC; 2 OZ.: 5M, must stock lid	DART 200PC or approved equal	CASE	2500CT	12		
	116	TRAY FOOD #100 Red Plaid	Dixie or approved equal	CASE	1M/16oz	12		
	117	TRAY FOOD #50 Red Plaid	Chinet or approved equal	CASE	1M/8oz	12		
	118	FILM WRAP: 18 X 2M	Companion OR approved equal	ROLL	1CT	20		
	119	WRAP FOIL pop up sheets 12X10.75	HFA 87948	CASE	6/500 ct	24		

# BATH COUNTY PUBLIC SCHOOLS

## 2017-2018 DIVISION CALENDAR

Bath County High School  
464 Charger Lane Hot Springs, VA 24445  
540-839-2431

Valley Elementary School  
98 Panther Drive Hot Springs, VA 24445  
540-839-5395

Millboro Elementary School  
411 Church Street Millboro, VA 24460  
540-997-5452 / 540-839-5804

Monday	August 7.....	New Teachers Report (8:15 AM-3:30 PM)
Tuesday-Tues.	August 8-15.....	All Teachers Report (8:15 AM-3:30 PM; 30 min. lunch) (Inservice & Workdays will be defined by Pre-School Workday Calendar)
Wednesday	<b>August 16.....</b>	<b>FIRST PUPIL DAY</b>
Monday	<b>September 4.....</b>	<b>Labor Day Holiday</b>
Monday	September 18.....	Progress Reports Sent Home
Friday	<b>September 22.....</b>	<b>Early Release 12:30 PM</b> (If Delayed Opening – Becomes Full Day) Teacher Inservice 1:00-3:30 PM
Thursday	<b>October 19.....</b>	1 <sup>st</sup> Grading Period Ends <b>Early Release 12:30 PM</b> (If Delayed Opening – Becomes Full Day) Teacher Workday 1:00-3:30 PM
Thursday	<b>October 26.....</b>	<b>Pupil Holiday</b> All Staff Report @ 11:30 AM Parent-Teacher Conferences (Report Cards) 1:00-4:00 PM & 4:30-7:00 PM
Thursday	November 16.....	Progress Reports Sent Home
Monday-Friday	<b>November 20-24.....</b>	<b>Fall Break - Thanksgiving Holiday</b>
Monday-Wed.	December 18-20.....	BCHS Exams - Full Day (pending any days missed)** (Exams + Review)
Thursday	<b>December 21.....</b>	BCHS Exams (pending any days missed)* / 2nd Grading Period Ends / End of Term I <b>Early Release 12:30 PM</b> (If Delayed Opening – Becomes Full Day) Teacher Workday 1:00-3:30 PM
Friday-Tuesday	<b>Dec. 22-Jan. 2.....</b>	<b>Winter Break - Christmas &amp; New Year's Holiday</b>
Wednesday	<b>January 3.....</b>	<b>Pupil Holiday</b> / Teacher Workday 8:15 AM-3:30 PM
Thursday	January 4.....	School Resumes / Students Return
Wednesday	January 10.....	Report Cards Sent Home
Monday	<b>January 15.....</b>	<b>Pupil Holiday</b> / Teacher Workday/Inservice 8:15 AM-3:30 PM
Thursday	<b>February 22.....</b>	<b>Pupil Holiday</b> All Staff Report @ 11:30 AM Parent-Teacher Conferences (Progress Reports) 1:00-4:00 PM & 4:30-7:00 PM
Friday	<b>February 23.....</b>	<b>Pupil Holiday</b> / Teacher Inservice 8:15 AM-3:30 PM
Thursday	March 22.....	3 <sup>rd</sup> Grading Period Ends
Thursday	<b>March 29.....</b>	<b>Early Release 12:30 PM</b> (If Delayed Opening – Becomes Full Day) Teacher Workday 1:00-3:30 PM
Friday-Tuesday	<b>March 30-April 3.....</b>	<b>Spring Break</b>
Wednesday	April 4.....	Report Cards Sent Home
Wednesday	April 25.....	Progress Reports Sent Home
Friday	<b>April 27.....</b>	<b>Early Release 12:30 PM</b> (If Delayed Opening – Becomes Full Day) Teacher Workday 1:00-3:30 PM
Tuesday-Thurs.	May 22-24.....	BCHS Senior Exams - Full Day (pending any days missed)** (Exams + Review)
Monday	<b>May 28.....</b>	<b>Memorial Day Holiday</b>
Tuesday-Thurs.	May 29-31.....	BCHS Exams - Full Day (pending any days missed)** (Exams + Review)
Friday	<b>June 1.....</b>	BCHS Exams (pending any days missed)** <b>Early Release 12:30 PM</b> (If Delayed Opening – Becomes Full Day) <b>LAST PUPIL DAY</b> Teacher Workday 1:00-3:30 PM
Monday-Tues.	June 4, 5.....	Teacher Workdays (8:15 AM-3:30 PM; 30 min. lunch) (There will be <u>two</u> (2) teacher workdays following the last pupil day.)
Friday	June 8.....	Report Cards Mailed Home (no later than one week after last day of school)

-- Continue on Other Side --

SCHOOL BOARD APPROVED 3/7/17
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