

GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES  
DEPARTMENT OF PROPERTY AND PROCUREMENT  
PROCUREMENT DIVISION

INVITATION BID & AWARD SUPPLY CONTRACT	CONTRACT NO.	PAGE NO.	NO. OF PAGES
	ORDER NO.	1	
ISSUED BY Department of Property & Procurement	ADDRESS 3274 Estate Richmond, Christiansted		

INVITATION FOR BIDS

DATE ISSUED July 6, 2015	INVITATION NO. IFB003GVIC16(S)
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Sealed bids in quintuplicate (5 Sets), subject to (1) the Terms and Conditions of the Invitation for Bids, (2) General Provisions which are incorporated herein by reference, and (3) such other contract provisions and specifications as are attached or incorporated by reference will be received at the above office until **10:00o'clock AM**, Atlantic Standard Time, not later than (date) **August 4, 2015**, and at that time publicly opened, for furnishing the supplies or services for delivery f.o.b. ST. CROIX, VI

General information and instructions to Bidders are contained in the terms and conditions on the reverse hereof.

SCHEDULE

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY (NO. OF UNITS)	UNIT	UNIT PRICE	AMOUNT
	Price and Delivery of Household & Cleaning to Various Departments of the Government of the U.S. Virgin Islands during the period of October 1, 2015 up to and including September 30, 2016.				

BID

DATE OF BID

IN COMPLIANCE WITH THE ABOVE THE UNDERSIGNED OFFERS AND AGREES, IF THIS BID BE ACCEPTED WITHIN \_\_\_\_\_ DAYS (30 calendar days unless a different period is inserted by the Bidder) FROM THE DATE OF OPENING TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE SET OPPOSITE EACH ITEM, DELIVERED AT THE DESIGNATED POINTS WITHIN THE TIME SPECIFIED IN THE INVITATION. DISCOUNTS WILL BE ALLOWED FOR PROMPT PAYMENT AS FOLLOWS:

\_\_\_\_\_ PERCENT, 20 CALENDAR DAYS; \_\_\_\_\_ PERCENT, 30 CALENDAR DAYS

BIDDER REPRESENTS (Check appropriate boxes)

(1) THAT HE IS \_\_\_\_\_, IS NOT \_\_\_\_\_, A SMALL BUSINESS CONCERN. IF BIDDER IS A SMALL BUSINESS CONCERN AND IS NOT THE MANUFACTURER OF THE SUPPLIES BID UPON, HE ALSO REPRESENTS THAT ALL SUPPLIES TO BE FURNISHED HEREUNDER WILL \_\_\_\_\_, WILL NOT \_\_\_\_\_, BE MANUFACTURED OR PRODUCED BY A SMALL BUSINESS CONCERN IN THE UNITED STATES, ITS TERRITORIES, ITS POSSESSIONS, OR THE COMMONWEALTH OF PUERTO RICO.

(2) THAT HE IS A REGULAR DEALER IN \_\_\_\_\_, MANUFACTURER OF \_\_\_\_\_, THE SUPPLIES BID UPON.

(3) (A) THAT HE HAS \_\_\_\_\_, HAS NOT \_\_\_\_\_, EMPLOYED OR RETAINED ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) TO SOLICIT OR SECURE THIS CONTRACT, AND (B) THAT HE HAS \_\_\_\_\_, HAS NOT \_\_\_\_\_, PAID OR AGREED TO PAY ANY COMPANY OR PERSON (OTHER THAN A FULL-TIME BONA FIDE EMPLOYEE WORKING SOLELY FOR THE BIDDER) ANY FEE, PERCENTAGE, COMMISSION, OR BROKERAGE FEE, CONTINGENT UPON OR RESULTING FROM THE AWARD OF THE CONTRACT; AND AGREES TO FURNISH INFORMATION RELATING TO (A) AND (B) ABOVE AS REQUESTED BY THE CONTRACTING OFFICER.

(4) HE OPERATES AS AN INDIVIDUAL \_\_\_\_\_, PARTNERSHIP \_\_\_\_\_, CORPORATION \_\_\_\_\_, INCORPORATED IN THE TERRITORY OF THE VIRGIN ISLANDS

(5) PREFERRED BIDDER: \_\_\_\_\_ A BONA FIDE CONTINUOUS RESIDENT OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR \_\_\_\_\_ WAS BORN IN THE VIRGIN ISLANDS; \_\_\_\_\_ A FIRM, PARTNERSHIP, OR CORPORATION IN WHICH AT LEAST FIFTY-ONE PERCENT (51%) OF THE LEGAL OR

EQUITABLE OWNERSHIP IS HELD BY A PERSON OR PERSONS WHO HAVE BEEN BONA FIDE CONTINUOUS RESIDENTS OF THE VIRGIN ISLANDS FOR AT LEAST EIGHT (8) YEARS OR \_\_\_\_\_ WHO WERE BORN IN THE VIRGIN ISLANDS; \_\_\_\_\_ SAID PERSON, FIRM, PARTNERSHIP, OR CORPORATION

IS LICENSED IN AND MAINTAINS HIS OR ITS PRINCIPAL PLACE OF BUSINESS IN THE VIRGIN ISLANDS AND OWNS, OPERATES, OR MAINTAINS A

STORE, WAREHOUSE, OR OTHER PLACE OF BUSINESS IN THE VIRGIN ISLANDS OR \_\_\_\_\_ THE DULY AUTHORIZED AGENT, DEALER, DISTRIBUTOR

OR REPRESENTATIVE IN THE VIRGIN ISLANDS FOR THE MATERIALS, SUPPLIES, ARTICLES, OR EQUIPMENT OF THE GENERAL CHARACTER

DESCRIBED BY THE SPECIFICATIONS AND REQUIRED UNDER THIS CONTRACT.

NAME & ADDRESS OF BIDDER (Street, City, State and Zip Code)  
(Type or Print)

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID

TYPE OR PRINT SIGNER'S NAME & TITLE

AWARD

DATE OF AWARD

ACCEPTED AS TO ITEMS NUMBERED

AMOUNT

GOVERNMENT OF THE VIRGIN ISLANDS

SUBMIT INVOICE FOR PAYMENT TO:

Government of the United States Virgin Islands  
St. Croix, U.S.V.I.

BY \_\_\_\_\_  
Contracting Officer

## TERMS AND CONDITIONS OF THE INVITATION FOR BIDS (SUPPLY CONTRACTS)

1. **PREPARATION OF BIDS:** (a) Bidders are expected to examine the drawings, specifications, invitations, and all instructions. Failure to do so will be at the bidder's risk. (b) Bids must be in ink or printed on the bid forms furnished herewith. Bids submitted in pencil will be rejected. Bids containing alterations or erasures will be rejected, unless the alteration or erasure is crossed out and correction thereof printed in ink or typewritten adjacent thereto and initialed by the person signing the bid. In addition, a statement must be furnished with the bid, signed by the bidder explaining the correction of the alteration or erasure. (c) If the bidder is a partnership, a letter of authorization shall be furnished and signed by all of the general partners. If the bidder is a proprietor, and the person signing the bid is other than the owner, a letter of authorization signed by the owner shall be furnished. The Contracting Officer will retain all such proof on file for acceptance of future bids, if requested to do so. (d) The bidder must sign his proposal correctly and in ink. If the proposal is offered by an individual or partnership, his name, office and post office addresses must be shown. If offered by a corporation, the person signing the proposal must give his name, title, and business address. Anyone signing a proposal as agent must file legal evidence of his authority to do so, and that the signature is binding upon the firm or corporation. (e) Alternate bids will not be considered unless authorized by the invitation. Alternate bids are those offered which do not meet the specification and are not considered approved equal to the item specified. (f) When not otherwise specified, the bidder must state a definite time of proposed delivery. (g) Time, if stated as a number of days will include Sundays and holidays. 2. **SUBMISSION OF BIDS:** (a) Bids and modifications thereof shall be enclosed in sealed envelopes addressed to the issuing office, with the name and address of the bidder, the date and hour of opening, and the invitation number on the face of the envelope. Bids shall be submitted so as to be received in the Office of the Contracting Officer not later than the exact time set for opening of bids. To be considered for award, a bid must comply in all material respects with the invitation for bids so that, both as to the method and timeliness of submission, and as to the substance of any resulting contract, all bidders may stand on an equal footing and the integrity of the formal advertising system may be maintained. (b) Telegraphic bids shall not be considered unless permitted by the Invitation for Bids. Where telegraphic bids are authorized, a telegraphic bid received by telephone from the receiving telegraph office not later than the time set for opening of bids, shall be considered if such bid is confirmed in writing by the telegraph company and by sending a copy of the telegram which forms the basis for the telephone call. (c) Bids may be modified by telegraphic notice provided such notice is received prior to the time set for the opening of the bids. (d)

Sample of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government. If not destroyed by testing, samples will be returned at bidders' request and expense unless otherwise specified by the Invitation. (e) In the event no bid is to be submitted, Bidders are advised not to return the Invitation unless otherwise specified. However, a letter or post card shall be sent to the Issuing Office advising whether future Invitations for the type of supplies or services covered by the Invitation is desired. Failure to so advise the Issuing Office may be interpreted against the bidder. 3. **WITHDRAWAL OF BIDS:** Bids may be withdrawn only by written or telegraphic notice provided that such notice is received prior to the time set for opening of the bid. 4. **LATE BIDS:** (a) Bids received at the Office of the Contracting Officer after the precise time set in the Invitation for Bids are late bids. (b) A late bid shall be considered for award only if it is received before award; and either; (i) It was sent by mail including registered or certified for which an official dated post office stamp (*Postmark*) on the envelope has been obtained, or by telegraph if authorized, and it is determined that the lateness was due solely to a delay in the mails or to a delay by the telegraph company for which the bidder was not responsible; or (ii) If submitted by mail- or by telegram where authorized-it was received at the Office of the Contracting Officer in sufficient time to be opened as required in the Invitation but except for delay due to mishandling on the part of the Government. The only evidence acceptable to establish timely receipt at the Office of the Contracting Officer is that which can be established upon examination of an appropriate time stamp or a written statement from an official of the U. S. Postal Service. (c) **Hand-Carried Bids:** A late hand-carried bid, or any other late bid not submitted by mail or telegram, shall not be considered for award. (d) **Registered Mail:** The time of mailing of a late bid, mailed by registered mail, may be determined by the date of the postmark on the registered mail receipt or registered mail wrapper. The time of mailing shall be deemed to be the last minute of the date shown in such postmark unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time. If the postmark does not show a date, the bid shall be deemed to have been mailed too late unless the bidder furnishes evidence from the post office of mailing which establishes timely mailing. (e) **Certified Mail:** The time of mailing a late bid; mailed by Certified Mail for which a postmarked Receipt for Certified Mail was obtained, shall be deemed to be the last minute of the date shown on the postmark on such receipt where: (i) the Receipt for Certified Mail identifies the post office station of mailing and the bidder furnishes evidence from such station that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day of that station; or (ii) an entry in ink on

the Receipt of Certified Mail, showing the time of mailing and the initials of the postal employee receiving the item and making the entry, is appropriately verified in writing by the post office station of mailing in which case the time of mailing shall be the time shown in the entry. If the postmark does not show a date, the bid shall be deemed to have been mailed too late. (f) **Metered Mail:** Bids or modifications thereof transmitted in a metered envelope received after the time set for opening will be deemed to have been mailed on the last minute of the day indicated by the metered stamp unless in such event a bidder is able to submit clear and convincing proof as to the actual or approximate time of mailing. 5. **IDENTIFICATION OF OFFER:** Bidders shall show brand name, catalog number, model and so forth as applicable on bid form covering the product they are bidding on and propose to furnish. If not shown, it will be considered and understood to be that the make and model, shown in the Schedule, as a reference, will be supplied. 6. **CASH DISCOUNT PROVISIONS:** (a) Discounts offered for a period of less than 20 days will not be considered in making award. Bids offering discounts for payment within periods in excess of twenty (20) days will be evaluated for the purpose of award. (b) In connection with discounts offered, time will be completed from date of acceptance of the supplies by the Government. Provided, however, that the Government is not unreasonably nor unduly negligent in accepting shipment. 7. **AWARD OF CONTRACT:** (a) Unless all bids are rejected, award will be made by written notice, within the time specified for acceptance, to that responsible bidder whose bid, conforming to the Invitation for Bids, offers the most advantageous service to the Government, quality offered, delivery terms and service reputation taken into consideration. (b) The Government may award items separately or by grouping items in total lots. (c) The Government may, during the term of any contract entered into, increase or decrease the quantities but no such increase or decrease will exceed twenty-five (25%) per cent of the quantity bid upon. 8. **REJECTION OF BIDS:** The Government may, after opening but prior to award and within the time specified for acceptance, reject any or all bids, or the bid for any one or more commodities or contracted services included in the proposed contract, when the public interest will be served thereby. 9. **PRICES:** (a) All prices bid shall be firm and not subject to increase if accepted during the acceptance period. Bids containing an "escalation clause" will not be considered unless specifically authorized by the Government in the Invitation for Bids. (b) For each item bid, a unit price and a total for the quantity must be stated. The unit price shall always control. (c) All prices shall be F.O.B. (Free On Board) destination. The seller hereunder must at his own expense and risk, transport the goods to the named place and there tender delivery.

<b>Standard Form 86</b> November 1949 Edition General Services Administration Fed. Proc. Reg. (41 CFR) 1-16.107 Rev. 3-18-08		<b>CONTINUATION SHEET</b> (Supply Contract)		Contract, Order, or Invitation No. (As Applicable) <b>IFB003GVIC16(S)</b>		Page No.  
ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
<u>1</u>	Ammonia, Household in gals., 4/Cs. <b>Time Saver</b> or approved equal Brand Name: _____	150	Cs.	\$ _____	\$ _____	
<u>2</u>	Cleanser, Powder in 21 oz. Container, 30/Cs. Brand Name: <b>AJAX</b>	160	Cs.	\$ _____	\$ _____	
<u>3</u>	Cleanser, Foam (Bowl), 12/32 oz. <b>Soft Scrub</b> or approved equal Brand Name: _____	100	Cs.	\$ _____	\$ _____	
<u>4</u>	Bleach Only in gals., 4/Cs. Brand Name: _____	150	Cs.	\$ _____	\$ _____	
<u>5</u>	Clorox Bleach, 1 gal. Containers, 6/Cs. Brand Name: <b>Clorox ONLY</b>	600	Cs.	\$ _____	\$ _____	
<u>6</u>	Clorox Bleach, 96 oz. Containers, 6/Cs. Brand Name: <b>Clorox ONLY</b>	600	Cs.	\$ _____	\$ _____	
<u>7</u>	General Purpose Cleaner <b>Mr. Clean, Fantastik</b> or approved equal Brand Name: _____	120	Cs.	\$ _____	\$ _____	
<u>8</u>	Disinfectant, All-Purpose Cleaner and Degreaser in 5 gal. Pail, Completely Bio-Degradable Brand Name: _____	100	Cs.	\$ _____	\$ _____	
<u>9</u>	Cleaner, Clorox Green Works, All Purpose, 24-32oz bottle Brand Name: <b>Clorox</b>	200	Cs.	\$ _____	\$ _____	
<u>10</u>	Cleaner, Clorox Green Works, Natural Glass and Surface Cleaner, 24-32oz bottle Brand Name: <b>Clorox</b>	200	Cs.	\$ _____	\$ _____	
<u>11</u>	Cleaner, Clorox Green Works, Natural Bathroom Cleaner, 24-32oz bottle Brand Name: <b>Clorox</b>	200	Cs.	\$ _____	\$ _____	
<u>12</u>	BOLT Cleaners, Floral Desire 1 gal bottles, Lavender Brand Name: <b>Bolt</b>	300	Cs.	\$ _____	\$ _____	

Name of Bidder:

<u>13</u>	FRESH Products Liquid Odor Concentrate 12-32 oz bottles Tutti Frutti, Cherry, Lemon Brand Name: <b>Fresh Products</b>	300	Cs.	\$	\$
<u>14</u>	Cleaner, Oven Spray Type, 12/32 oz. Containers Similar or equal to <b>Easy-Off (Commercial)</b> Brand Name: _____	80	Cs.	\$	\$
<u>15</u>	Disinfectant Toilet Bowl Cleaner in 32 oz. Cont. Liquid 12/Cs. Brand Name: _____	140	Cs.	\$	\$
<u>16</u>	Drain Opener, Liquid Type for Clogged Sinks and Bowls in 32 oz. Containers Similar or equal to: <b>Drano</b> Brand Name: _____	100	Cs.	\$	\$
<u>17</u>	Drain Cleaner, 12 qts/Cs. <b>Remington</b> or approved equal Brand Name: _____	40	Cs.	\$	\$
<u>18</u>	Detergent, Laundry, Powder in 50 lb. Container Brand Name: _____	100	Cs.	\$	\$
<u>19</u>	Bowl Blocks w/ Handle, 24/Cs. <b>Clorox</b> or approved equal Brand Name: _____	450	Cs.	\$	\$
<u>20</u>	Bathroom Cleaner, Multi-Purpose in gals. Brand Name: _____	200	Cs.	\$	\$
<u>21</u>	Bags, Trash, Heavy Duty 3-Ply, 33 gal., 100/Cs. <b>Hefty Steel Sak</b> or approved equal Brand Name: _____	600	Cs.	\$	\$
<u>22</u>	Bags, Trash, Heavy Duty Plastic Liners (Small), 5 gals, 1,000/Cs. <b>Hefty Steel Sak</b> or approved equal Brand Name: _____	180	Cs.	\$	\$
<u>23</u>	Bags, Trash, Extra Heavy Duty, 3-Ply 55 gal. 1.75 mil, 150/Cs. <b>Hefty</b> or approved equal Brand Name: _____	600	Cs.	\$	\$
<u>24</u>	Bags, Garbage, 55 gals., 2-Ply (Heavy Duty) <b>Hefty</b> or approved equal Brand Name: _____	700	Cs.	\$	\$
<u>25</u>	Bags, to Fit 7-10 gals. Cans, 500/Cs. <b>Hefty</b> or approved equal Brand Name: _____	200	Cs.	\$	\$

Name of Bidder:



<u>26</u>	Bags, Trash, Heavy Duty, Plastic Can Liners to Fit 16 gal. Cans, .62 mil, 16 gal., 1000/Cs. <b>Hefty</b> or approved equal Brand Name: _____	400	Cs.	\$ _____	\$ _____
<u>27</u>	Plastic Bags, 12 X 4 X 18 @ 1,000/Bx. <b>Fortune</b> or approved equal Brand Name: _____	100	Bxs.	\$ _____	\$ _____
<u>28</u>	Plastic Bags, 12 X 8 X 30 @ 1,000/Bx. <b>Fortune</b> or approved equal Brand Name: _____	100	Bxs.	\$ _____	\$ _____
<u>29</u>	Plastic Bags, Heavy Duty, Plastic 2.0 mil, 33 gals., 100/Cs. <b>Hefty</b> or approved equal Brand Name: _____	600	Cs.	\$ _____	\$ _____
<u>30</u>	Plastic Bags, Heavy Duty, Plastic 2.0 mil, 60 gals., 100/Cs. <b>Hefty</b> or approved equal Brand Name: _____	500	Cs.	\$ _____	\$ _____
<u>31</u>	Shopping Bags w/ Handle, 13 X 7 X 17 250/Cs. Brand Name: <b>Kraft</b>	30	Cs.	\$ _____	\$ _____
<u>32</u>	Shopping Bags w/ Handle, White, 13 X 7 X 17, 250/Cs. Brand Name: _____	20	Cs.	\$ _____	\$ _____
<u>33</u>	Shopping Bags w/ Handle, White, 18 X 7 X 18, 250/Cs. Brand Name: _____	20	Cs.	\$ _____	\$ _____
<u>34</u>	Center Feed Paper Towel for Wall Dispenser Brand Name: _____	100	Cs.	\$ _____	\$ _____
<u>35</u>	Cup Dispenser, Chrome Plated Steel Wall Mounted Dispenses Full Type, 5 oz. Paper and Plastic Cups. Adjusts to Hold 3-4 oz. Cups Level Indicator. <b>Solo</b> or approved equal Brand Name: _____	100	Ea.	\$ _____	\$ _____
<u>36</u>	Cone Cup Dispenser Brand Name: _____	100	Ea.	\$ _____	\$ _____
<u>37</u>	Universal Type Roll Towel Dispenser, Smoke Brand Name: _____	100	Ea.	\$ _____	\$ _____
<u>38</u>	Center Pull Roll Towel Dispenser, Smoke Brand Name: _____	100	Ea.	\$ _____	\$ _____

Name of Bidder:

<u>39</u>	Washroom Folded Towel Dispensers Brand Name: _____	100	Ea.	\$ _____	\$ _____
<u>40</u>	Jumbo Bath Tissue Dispenser, Smoke Brand Name: _____	150	Ea.	\$ _____	\$ _____
<u>41</u>	Universal Type Soap Dispenser, Capacity 900-1,000 mg. of Soap Brand Name: _____	100	Ea.	\$ _____	\$ _____
<u>42</u>	Dispenser for Toilet Seat Covers Brand Name: _____	200	Ea.	\$ _____	\$ _____
<u>43</u>	Facial Tissue Brand Name: <b>Kleenex</b> or approved equal	150	Cs.	\$ _____	\$ _____
<u>44</u>	Toilet Tissue, 2-Ply, White, 500 Sheets/Roll, 96 Rolls/Cs. <b>Tissue, Charmin, Smart Soft or approved equal</b> Brand Name: _____	600	Cs.	\$ _____	\$ _____
<u>45</u>	Toilet Tissue, White Jumbo Roll, 12", 6/Cs. <b>Tissue, Charmin</b> or approved equal Brand Name: _____	600	Cs.	\$ _____	\$ _____
<u>46</u>	Toilet Tissue, White Junior Jumbo Roll, 9", 12/Cs. <b>Tissue, Charmin</b> or approved equal Brand Name: _____	500	Cs.	\$ _____	\$ _____
<u>47</u>	Towels, Paper, C-Fold, Hand Dispenser Type <b>Companion</b> or approved equal Brand Name: _____	450	Cs.	\$ _____	\$ _____
<u>48</u>	Towels, Paper, Highly Absorbent Type, 2-Ply, 30 X 30, Jumbo size. <b>Bounty, Scott</b> or approved equal Brand Name: _____	700	Cs.	\$ _____	\$ _____
<u>49</u>	Towels, Paper, Jumbo White, 1-Ply, 600 ft./Roll <b>Bounty, Scott</b> or approved equal Brand Name: _____	300	Cs.	\$ _____	\$ _____
<u>50</u>	Napkins, 2-Ply Paper, Institutional Type, 6,000/Cs. <b>Companion</b> or approved equal Brand Name: _____	200	Cs.	\$ _____	\$ _____
<u>51</u>	Napkins, 2-Ply Paper, Institutional Type, 1/8 Fold, 1,000/Cs. <b>Companion</b> or approved equal Brand Name: _____	200	Cs.	\$ _____	\$ _____

Name of Bidder:

<u>52</u>	Enmotion, Touchless Roll Towel, 6/pkg. Brand Name:_____	250	Cs.	\$_____	\$_____
<u>53</u>	Centerfeed Roll Towels Brand Name:_____	300	Cs.	\$_____	\$_____
<u>54</u>	Toilet Seat Covers, Bio-Degradable Seat Covers that Provide a Sanitary Barrier that Promotes Personal Hygiene. Self-Dispensing. Brand Name:_____	300	Pk.	\$_____	\$_____
<u>55</u>	Latex, Powder-Free Gloves, NITRILE, Size: M, L, XL Brand Name:_____	250	Cs.	\$_____	\$_____
<u>56</u>	Disposable, Latex, Powder-Free USDA Accepted, Ambidextrous FOOD SERVICE GRADE. Size: M, L, XL Brand Name:_____	250	Cs.	\$_____	\$_____
<u>57</u>	Gloves, Utility, General Purpose <b>Playtex, E-Z Chore</b> or approved equal Brand Name:_____	300	Pr.	\$_____	\$_____
<u>58</u>	Gloves, Lightweight Latex Contoured & Powdered Inside, 100/Cs. <b>Non-Sterile White</b> or approved equal Brand Name:_____	350	Cs.	\$_____	\$_____
<u>59</u>	Gloves, Disposable, Poly, 10/100 <b>Playtex</b> or approved equal Brand Name:_____	220	Doz.	\$_____	\$_____
<u>60</u>	Cups, Cold Plastic, 3 oz. Brand Name:_____	160	Cs.	\$_____	\$_____
<u>61</u>	Cups, Cold Plastic, 12 oz. Brand Name:_____	450	Cs.	\$_____	\$_____
<u>62</u>	Cups, Hot, Foam, 12 oz. Brand Name:_____	450	Cs.	\$_____	\$_____
<u>63</u>	Cups, Cold, Plastic, 7 oz., 2,500/Cs. <b>Dart, Dixie</b> or approved equal Brand Name:_____	350	Cs.	\$_____	\$_____
<u>64</u>	Cups, Cold, Plastic, 5 oz. <b>Dart, Dixie</b> or approved equal Brand Name:_____	225	Cs.	\$_____	\$_____
<u>65</u>	Cups, Foam, for Hot and Cold Drinks, 8 oz. Size <b>Wincup</b> or approved equal Brand Name:_____	350	Cs.	\$_____	\$_____

Name of Bidder:

<u>66</u>	Cups, Cone, 4 oz., 5,000/Cs. <b>Konie</b> or approved equal Brand Name: _____	250	Cs.	\$	\$
<u>67</u>	Cups, Foam, 6 oz., 1,000/Cs. <b>Master Container</b> or approved equal Brand Name: _____	100	Cs.	\$	\$
<u>68</u>	Cups, Translucent, Cold, Plastic, 12 oz., 2,500/Cs. Brand Name: _____	300	Cs.	\$	\$
<u>69</u>	Plates, Disposable, Plastic, Foam or H/Paper, 9", 500/Cs. <b>Chinet</b> or approved equal Brand Name: _____	250	Cs.	\$	\$
<u>70</u>	Plates, Disposable, Plastic 6", 1,000/Cs. <b>Hefty, Chinet</b> or approved equal Brand Name: _____	200	Cs.	\$	\$
<u>71</u>	Plates, Plastic, Sectional, Extra Heavy Duty Approx. 9", 500/Cs. <b>Hefty, Chinet</b> or approved equal Brand Name: _____	300	Cs.	\$	\$
<u>72</u>	Plates, Plastic, Extra Heavy Duty Approx. 9", 500/Cs. <b>Hefty, Chinet</b> or approved equal Brand Name: _____	350	Cs.	\$	\$
<u>73</u>	Forks, 7" Plastic, Heavy Duty, 1,000/Cs. <b>Regal</b> or approved equal Brand Name: _____	250	Cs.	\$	\$
<u>74</u>	Knives, Plastic, Heavy Duty, 1,000/Cs. <b>Regal</b> or approved equal Brand Name: _____	30	Cs.	\$	\$
<u>75</u>	Spoons, 7" Plastic, Heavy Duty, 1,000/Cs. <b>Regal</b> or approved equal Brand Name: _____	250	Cs.	\$	\$
<u>76</u>	Aprons, Disposable Individual Plastic, 100/Cs. Brand Name: _____	150	Cs.	\$	\$
<u>77</u>	Dessert Dishes, Disposable, Plastic Containers, 4 oz., 1,000/Cs. Similar or approved equal to <b>#9197 w/ Matching Lids</b> Brand Name: _____	250	Cs.	\$	\$
<u>78</u>	Resting Mats for Children, 4-Fold Infection Control Mat, 24" X 48" X 2" Brand Name: _____	300	Ea.	\$	\$

Name of Bidder:



<u>79</u>	Bed Sheets, Twin Flat Top, 66 X 104, Polyester and Cotton, 130 Threads/Sq. In., White Brand Name: _____	25	Doz.	\$ _____	\$ _____
<u>80</u>	Bath Towels, 20" X 36", Polyester and Cotton, White <b>Best Value</b> or approved equal Brand Name: _____	25	Doz.	\$ _____	\$ _____
<u>81</u>	Carpet Shampoo, Plus 5 Brand Name: _____	10	Cs.	\$ _____	\$ _____
<u>82</u>	Stainless Steel Cleaner and Polish Brand Name: _____	30	Cs.	\$ _____	\$ _____
<u>83</u>	Simple Green Cleaner Brand Name: _____	125	Cs.	\$ _____	\$ _____
<u>84</u>	Furniture Polish in 12/15 oz. Aerosol Cans Brand Name: <b>Pledge Only</b>	160	Cs.	\$ _____	\$ _____
<u>85</u>	Cleaner, Glass Spray Type in 16 oz. Cans, 12/Cs. Similar or approved equal to: <b>Windex</b> Brand Name: _____	175	Cs.	\$ _____	\$ _____
<u>86</u>	Grill Brick, Heavy Duty, 12/Cs. Brand Name: _____	7	Cs.	\$ _____	\$ _____
<u>87</u>	Scouring Pads, Nylon, Heavy Duty, 6 pk. of 10/Cs. <b>Quickie</b> or approved equal Brand Name: _____	60	Cs.	\$ _____	\$ _____
<u>88</u>	Degreaser, 4/1 gal./Cs. Brand Name: _____	170	Cs.	\$ _____	\$ _____
<u>89</u>	Degreaser, All-Purpose, SD-20 (Spray on Wipe Off), Industrial Strength, 12/Cs., Net Wgt. (1 lb. 2 oz./510 g) Brand Name: _____	80	Cs.	\$ _____	\$ _____
<u>90</u>	Remington Chemical, AFC-79 Cleaner, Disinfectant, Deodorizer, 12/1 Qt./Cs. Brand Name: _____	300	Cs.	\$ _____	\$ _____
<u>91</u>	Pine Oil, Concentrated, Disinfectant, Deodorizer, 12/1 Qt./Cs. Brand Name: _____	300	Cs.	\$ _____	\$ _____
<u>92</u>	3rd Sink Sanitizer, Powder Foam Brand Name: _____	100	Cs.	\$ _____	\$ _____

Name of Bidder:

<u>93</u>	Mask, Lightweight, 50 Counts <b>3M W3-8651</b> or approved equal Brand Name: _____	300	Cs.	\$	\$
<u>94</u>	Hand Sanitizer, 12/8 oz. bottles Brand Name: <b>Purell</b>	150	Cs.	\$	\$
<u>95</u>	Antibacterial Soap, Hand Liquid w/ Pump, 7.5 oz. Containers <b>Dial</b> or approved equal Brand Name: _____	150	Cs.	\$	\$
<u>96</u>	Antibacterial Liquid Hand Soap, 4-1 gal./Cs. <b>Palmolive, Dawn, Ivory</b> Brand Name: _____	300	Cs.	\$	\$
<u>97</u>	Surface Wipes, Sani-Dex, Anti-Microbial, 6/100 Cs. Brand Name: _____	85	Cs.	\$	\$
<u>98</u>	Surface Wipes, Sani-Cloth Anti-Microbial Brand Name: _____	85	Cs.	\$	\$
<u>99</u>	Clorox Disinfectant Wipes, 6/75 count Brand Name: <b>Clorox</b>	300	Cs.	\$	\$
<u>100</u>	Chlorine Strips Brand Name: _____	50	Cs.	\$	\$
<u>101</u>	Hand Sanitizer, Wall Mounted Dispenser Brand Name: _____	100	Ea.	\$	\$
<u>102</u>	Hand Soap, Antibacterial for Wall Dispenser <b>Soft Soap</b> or approved equal Brand Name: _____	80	Cs.	\$	\$
<u>103</u>	Hand Soap, Antibacterial in Gallons Brand Name: _____	300	Cs.	\$	\$
<u>104</u>	Foam Disinfectant Cleaners, Disinfects Against the Spread of HIV, TB, Herpes I and II and Other Dangerous Diseases, 12 Cans/Cs. Brand Name: _____	250	Cs.	\$	\$
<u>105</u>	All-Purpose Cleaner, Pine-Sol, 144 oz. <b>Brand Name: Pine-Sol Only</b>	400	Cs.	\$	\$
<u>106</u>	Disinfectant Cleaner, Pine-Sol, Deodorizer, 6/60 oz. <b>Brand Name: Pine-Sol Only</b>	400	Cs.	\$	\$

Name of Bidder:

<u>107</u>	Sno-Bol Toilet Bowl Cleaner, 32 oz. Bottles Brand Name:_____	100	Cs.	\$_____	\$_____
<u>108</u>	2000 Flushes Blue Plus Bleach, Automatic Toilet Bowl Cleaner 3.5 oz Brand Name:_____	350	Cs.	\$_____	\$_____
<u>109</u>	Mop Heads, 12 oz., Cotton <b>Advance Marketing</b> or approved equal Brand Name:_____	300	Doz.	\$_____	\$_____
<u>110</u>	Mop Heads, 16 oz., Cotton <b>Advance Marketing, Libman</b> or approved equal Brand Name:_____	300	Doz.	\$_____	\$_____
<u>111</u>	Mop Head, 16 oz., Nylon <b>Advance Marketing, Libman</b> or approved equal Brand Name:_____	50	Doz.	\$_____	\$_____
<u>112</u>	Mop Head, 20 oz., Cotton <b>Advance Marketing, Libman</b> or approved equal Brand Name:_____	150	Doz.	\$_____	\$_____
<u>113</u>	Mop Head, 24 oz., Cotton <b>Advance Marketing, Libman</b> or approved equal Brand Name:_____	150	Doz.	\$_____	\$_____
<u>114</u>	Mopping Set, Bucket w/ Casters Wringer, Heavy Duty Plastic Bucket <b>Rubbermaid</b> or approved equal Brand Name:_____	100	Doz.	\$_____	\$_____
<u>115</u>	Dust Mop Heads Brand Name:_____	50	Cs.	\$_____	\$_____
<u>116</u>	Dust Mop Treatment Brand Name:_____	60	Cs.	\$_____	\$_____
<u>117</u>	Dust Mops, 18" Set: Mop Frame and Stick Complete <b>Quickie</b> or approved equal Brand Name:_____	65	Ea.	\$_____	\$_____
<u>118</u>	Mopstick, Heavy Duty, 6 1/2" Head Screw Type for 16-24 oz. Mop Head <b>Junior Quickie</b> or approved equal Brand Name:_____	280	Ea.	\$_____	\$_____
<u>119</u>	Mopstick, Heavy Duty, Clasp Type Opening to Fit, 12 oz. Mop Head <b>Junior Quickie</b> or approved equal Brand Name:_____	280	Ea.	\$_____	\$_____

Name of Bidder:

<u>120</u>	Mopstick, Heavy Duty, Clasp Type Opening to Fit 16-24 oz. Mop Head <b>Junior Quickie</b> or approved equal Brand Name: _____	280	Ea.	\$	\$
<u>121</u>	Sign, "Wet Floor" Brand Name: _____	100	Ea.	\$	\$
<u>122</u>	Broom, Heavy Duty, Nylon Fiber, 18" <b>Home Essential</b> or approved equal Brand Name: _____	140	Ea.	\$	\$
<u>123</u>	Broom, Heavy Duty, Corn Fiber, 18" <b>Boardwalk</b> or approved equal Brand Name: _____	160	Ea.	\$	\$
<u>124</u>	Broom, Push, Heavy Duty, Soft Bristle, 14-16 in. w/ Sticks <b>Quickie</b> or approved equal Brand Name: _____	100	Doz.	\$	\$
<u>125</u>	Broom, Angle, Complete w/ Attached Stick, HD Flagged, Large Size and 12/Bx. Brand Name: _____	200	Bxs.	\$	\$
<u>126</u>	Broom, Push Type, Heavy Duty, Soft Bristle w/ 30" Handle <b>Quickie</b> or approved equal Brand Name: _____	80	Cs.	\$	\$
<u>127</u>	Floor Pad, Black, 20" Stripping Pad, 5/Cs., 12/Bx. Packaging Brand Name: _____	50	Cs.	\$	\$
<u>128</u>	Floor Pad, White, 20" Stripping Pad, 5/Cs., 12/Bx. Packaging Brand Name: _____	50	Cs.	\$	\$
<u>129</u>	Scouring Pads, Soap, Hotel Size, 12/10 Bxs./Cs. Similar or approved equal to: <b>Brillo, SOS</b> Brand Name: _____	250	Cs.	\$	\$
<u>130</u>	Cleaning Cloth, Hand Woven, Disposable, 6 Doz./Cs., Extra Strong, Heavy Wipe <b>Mr. Clean</b> or approved equal Brand Name: _____	180	Cs.	\$	\$
<u>131</u>	Brush, Toilet, Nylon Bristle, Heavy Duty, Institutional Type with Holder <b>Quickie</b> or approved equal Brand Name: _____	180	Ea.	\$	\$
<u>132</u>	Plunger, Toilet Bowl, Heavy Duty <b>Impact</b> or approved equal Brand Name: _____	170	Ea.	\$	\$

Name of Bidder:



<u>133</u>	Plastic Dust Pan, 4 ft. Heavy Duty w/ Stick <b>Rubbermaid</b> or approved equal Brand Name: _____	150	Ea.	\$ _____	\$ _____
<u>134</u>	Trash Can, Office Type, 7 gal. <b>Rubbermaid</b> or approved equal Brand Name: _____	100	Ea.	\$ _____	\$ _____
<u>135</u>	Garbage Can, Heavy Duty Plastic w/ Cover, 13 gal. Capacity <b>Rubbermaid</b> or approved equal Brand Name: _____	60	Ea.	\$ _____	\$ _____
<u>136</u>	Garbage Can, Heavy Duty Plastic w/ Cover, 50 gal. Capacity <b>Rubbermaid</b> or approved equal Brand Name: _____	80	Ea.	\$ _____	\$ _____
<u>137</u>	Garbage Can, Heavy Duty Plastic w/ Cover, 33 gal. <b>Rubbermaid</b> or approved equal Brand Name: _____	150	Ea.	\$ _____	\$ _____
<u>138</u>	Garbage Can, Heavy Duty Plastic w/ Cover, 55 gal. <b>Rubbermaid</b> or approved equal Brand Name: _____	150	Ea.	\$ _____	\$ _____
<u>139</u>	Children Toothbrushes, Multi-Colored, Soft Bristles Brand Name: _____	800	Ea.	\$ _____	\$ _____
<u>140</u>	Adult Toothbrushes, Multi-Colored, Soft Bristles Brand Name: _____	500	Ea.	\$ _____	\$ _____
<u>141</u>	Toothbrush, Hard Bristles, 72/Cs. <b>Reach, Colgate</b> or approved equal Brand Name: _____	5	Cs.	\$ _____	\$ _____
<u>142</u>	Toothbrush, Child Size, Assorted Colors for Pre-Schoolers <b>Reach, Colgate</b> or approved equal Brand Name: _____	800	Cs.	\$ _____	\$ _____
<u>143</u>	Toothpaste, 7 oz. Brand Name: <b>Colgate</b>	540	Ea.	\$ _____	\$ _____
<u>144</u>	Toothpaste, Tartar Coated, 24/4.6 oz. Containers Approved equal to: <b>Aqua Fresh, Colgate, Crest</b> Brand Name: _____	30	Cs.	\$ _____	\$ _____
<u>145</u>	Laundry Detergent, Powder in 24 oz. Pkgs. Similar or equal to: <b>Tide, Fab</b> Brand Name: _____	40	Cs.	\$ _____	\$ _____

<u>146</u>	Detergent, Concentrated, Chlorinated for Machine Ware Washing, Formula to Contain not more than 8/6% Phosphorous O.U.G.M.S/Gal. of Average Recommended. Brand Name: <b>Cascade in 50 lb. Drum</b> or approved equal Brand Name: _____	80	Cs.	\$ _____	\$ _____
<u>147</u>	Fabric Softener, 6/1 gal. Containers <b>Downy, Final Touch</b> or approved equal Brand Name: _____	55	Cs.	\$ _____	\$ _____
<u>148</u>	Deodorant Room Spray, Assorted Scents, 12-13 oz. Brand Name: <b>Glade</b>	350	Cs.	\$ _____	\$ _____
<u>149</u>	Claire Deodorant Room Sprays, 12-13 oz. Autumn Leaves, Baby Powder, Potpourri, Rain Forest, Apple, Tropic Breeze, Vanilla Brand Name: _____	240	Cs.	\$ _____	\$ _____
<u>150</u>	Disinfectant, Pure Steam Distilled in gals., 4/Cs. <b>Pine-Sol, Lysol</b> Brand Name: _____	180	Cs.	\$ _____	\$ _____
<u>151</u>	Claire Disinfectant Spray for Healthcare Use. A Phenol-Based, Country Fresh Scented Product that Disinfects HIV-1 (AIDS Virus), Polio Virus Types 1 and 2, Influenza A2/Hong Kong Virus and Herpes Simplex Virus Types 1 and 2 on Inanimate Environmental Surfaces. 16 oz., Assorted Scents. Brand Name: _____	240	Cs.	\$ _____	\$ _____
<u>152</u>	Lysol Disinfectant Spray, Nuetra Air, 12-13 oz. Brand Name: <b>Lysol</b>	240	Cs.	\$ _____	\$ _____
<u>153</u>	Insecticide for Crawling Insects, Spray Type, Aerosol Cans, 12/15 oz., Commercial Brand Brand Name: <b>Raid</b>	250	Cs.	\$ _____	\$ _____
<u>154</u>	Insecticide for Flying Insects, Spray Can, 12/15 oz. Commercial Brand Brand Name: <b>Raid</b>	350	Cs.	\$ _____	\$ _____
<u>155</u>	Soap, 3 oz, 144/Cs. Individually Wrapped <b>Ivory, Camay</b> or approved equal Brand Name: _____	50	Cs.	\$ _____	\$ _____
<u>156</u>	Soap, Bath, Small Bar 3/4 oz. Size, Individually Wrapped, 1,000/Cs. <b>Ivory, Camay</b> or approved equal Brand Name: _____	150	Cs.	\$ _____	\$ _____
<u>157</u>	Dishwashing Liquid in Gallons, 4/Cs., Commercial <b>Dawn, Joy, Palmolive</b> or approved equal Brand Name: _____	150	Cs.	\$ _____	\$ _____

<u>158</u>	Dish Towels, Terry Type, Super Heavy, Absorbent Cotton, Institutional Size, 34" X 18" <b>Best Value</b> or approved equal Brand Name: _____	70	Doz.	\$ _____	\$ _____
<u>159</u>	PVC Wrap, Roll, Institutional, 2,000' X 18" Brand Name: _____	510	Rls.	\$ _____	\$ _____
<u>160</u>	Plastic Film, 1" ZipSafe Cutter on Box, 1" X 500' <b>Companion</b> or approved equal Brand Name: _____	300	Rls.	\$ _____	\$ _____
<u>161</u>	Foil, Aluminum, Heavy Duty, 18" X 500" Rolls <b>Reynolds</b> or approved equal Brand Name: _____	300	Rls.	\$ _____	\$ _____
<u>162</u>	Foil, Aluminum, Heavy Duty Roll, Institutional 500' X 18" <b>Durable</b> or approved equal Brand Name: _____	400	Rls.	\$ _____	\$ _____
<u>163</u>	Oblong Serving Dish w/ 3 Compartments and Covers, Aluminum Delivery quantities not exceeding 250/Cs. Similar or approved equal to: <b>Ecko #8555</b> Brand Name: _____	10	Cs.	\$ _____	\$ _____
<u>164</u>	Forks Dinner, Stainless Steel <b>Windsor</b> or approved equal Brand Name: _____	120	Doz.	\$ _____	\$ _____
<u>165</u>	Teaspoon, Dinner Type, Stainless Steel <b>Windsor</b> or approved equal Brand Name: _____	30	Doz.	\$ _____	\$ _____
<u>166</u>	Ladle, Extra Long, Stainless Steel <b>Admiral</b> or approved equal Brand Name: _____	3	Doz.	\$ _____	\$ _____
<u>167</u>	Ladle, Regular Size, Stainless Steel <b>Admiral</b> or approved equal Brand Name: _____	3	Doz.	\$ _____	\$ _____
<u>168</u>	Pot Spoon, Non-Perforated (Extra Long), Stainless Steel <b>Admiral</b> or approved equal Brand Name: _____	23	Doz.	\$ _____	\$ _____
<u>169</u>	Pot Spoon, Perforated (Extra Long), Stainless Steel <b>Admiral</b> or approved equal Brand Name: _____	22	Doz.	\$ _____	\$ _____

Name of Bidder:

<u>170</u>	Spoodle, 1/4 cup, Stainless Brand Name: _____	22	Doz.	\$ _____	\$ _____
<u>171</u>	Spoodle, 1/2 cup, Stainless Brand Name: _____	22	Doz.	\$ _____	\$ _____
<u>172</u>	Spoodle, 3/4 Cup, Stainless Brand Name: _____	22	Doz.	\$ _____	\$ _____
<u>173</u>	Ice Cream Scoop, 2 oz. Size, Stainless Steel <b>Admiral</b> or approved equal Brand Name: _____	15	Doz.	\$ _____	\$ _____
<u>174</u>	Ice Cream Scoop, #8 1/2 Cup, Stainless Steel <b>Admiral</b> or approved equal Brand Name: _____	15	Doz.	\$ _____	\$ _____
<u>175</u>	Ice Cream Scoop, #16 1/4 Cup, Stainless Steel <b>Admiral</b> or approved equal Brand Name: _____	20	Doz.	\$ _____	\$ _____
<u>176</u>	Cook's Fork, Extra Long, Stainless Steel <b>Admiral</b> or approved equal Brand Name: _____	20	Doz.	\$ _____	\$ _____
<u>177</u>	Bread Knife, Extra Long, Stainless Steel <b>Ary</b> or approved equal Brand Name: _____	5	Doz.	\$ _____	\$ _____
<u>178</u>	Paving Knife, 6" <b>Ary</b> or approved equal Brand Name: _____	20	Doz.	\$ _____	\$ _____
<u>179</u>	Slicers Utility Knives, 8" Stainless Steel <b>Ary</b> or approved equal Brand Name: _____	20	Doz.	\$ _____	\$ _____
<u>180</u>	Cook's Knife, 8" Stainless Steel <b>Ary</b> or approved equal Brand Name: _____	20	Doz.	\$ _____	\$ _____
<u>181</u>	Cook's Knife, 10" Stainless Steel <b>Ary</b> or approved equal Brand Name: _____	20	Doz.	\$ _____	\$ _____
<u>182</u>	Cook's Knife, 12" Stainless Steel <b>Ary</b> or approved equal Brand Name: _____	20	Doz.	\$ _____	\$ _____
<u>183</u>	Surgrip Retractable Metal Utility Knife, Hand-Shaped w/ Textured Handle for a Firm Grip, adj. Cut Depth Similar or approved equal to: <b>Xacto #WV X 274</b> Brand Name: _____	20	Ea.	\$ _____	\$ _____

Name of Bidder:



<u>184</u>	Foam Tray, 5 X 5, 3 Compartment Brand Name: _____	20	Ea.	\$ _____	\$ _____
<u>185</u>	Foam Tray, 7 X 7, 3 Compartment Brand Name: _____	20	Ea.	\$ _____	\$ _____
<u>186</u>	Foam Tray, 9 X 9, 3 Compartment Brand Name: _____	20	Ea.	\$ _____	\$ _____
<u>187</u>	Bowls Soup, 8 oz. Plastic, 500/Cs. Brand Name: _____	20	Ea.	\$ _____	\$ _____
<u>188</u>	Wrap, Plastic Film, PW 18" X 200' Brand Name: _____	20	Ea.	\$ _____	\$ _____
<u>189</u>	Dish Towels Brand Name: _____	20	Ea.	\$ _____	\$ _____
<u>190</u>	Mittens, Long Brand Name: _____	20	Ea.	\$ _____	\$ _____
<u>191</u>	Burn Guards, Arm & Hand Protection, Conventional Style Brand Name: _____	100	Ea.	\$ _____	\$ _____
<u>192</u>	Apron, White Cotton Bib with Pocket Brand Name: _____	150	Ea.	\$ _____	\$ _____
<u>193</u>	Toddlers Pull-Up Pampers for Boys Sizes M, L, XL Brand Name: _____	50	Cs.	\$ _____	\$ _____
<u>194</u>	Toddlers Pull-Up Pampers for Girls Sizes M, L, XL Brand Name: _____	50	Cs.	\$ _____	\$ _____
<u>195</u>	Liquid Magic Suds, dishwashing, detergent & sanitizer Brand Name: _____	50	Cs.	\$ _____	\$ _____
<u>196</u>	Grease Trap Cleaner Brand Name: _____	50	Cs.	\$ _____	\$ _____

Name of Bidder:

<u>197</u>	Glass Cleaner, Spray Bottle, 12 per case Brand Name: _____	50	Cs.	\$ _____	\$ _____
<u>198</u>	Johnson Diversey Super Suma Dish Wash Brand Name: <b>Johnson Diversey</b>	100	Cs.	\$ _____	\$ _____
<u>199</u>	Johnson Diversey Low Term Rinse Brand Name: <b>Johnson Diversey</b>	100	Cs.	\$ _____	\$ _____
<u>200</u>	Chicken Fry Boxes, 5 X 3, Institutional Size Brand Name: _____	100	Cs.	\$ _____	\$ _____
<u>201</u>	Gloves, Vinyl; Size: L and XL. 100/Cs. Brand Name: _____	100	Cs.	\$ _____	\$ _____
<u>202</u>	Bags, Trash; Heavy Duty, Transparent, 60 Gal. <b>Hefty</b> or approved equal Brand Name: _____	300	Cs.	\$ _____	\$ _____

Name of Bidder:

## NOTICE TO BIDDERS

ALL INDIVIDUALS, FIRMS, PARTNERSHIPS, CORPORATIONS AND/OR JOINT VENTURES DOING BUSINESS WITH THE GOVERNMENT OF THE VIRGIN ISLANDS SHALL SUBMIT INFORMATION IN WRITING, OF THE **PHYSICAL LOCATION** OF THEIR PRINCIPAL PLACE OF BUSINESS. A POST OFFICE BOX MAILING ADDRESS ONLY WILL NOT SUFFICE.

BIDDERS MUST INSERT THEIR E.I.N.-EMPLOYER'S IDENTIFICATION NUMBER ON PAGE 1 IN THE SECTION WHERE THE COMPANY'S NAME AND ADDRESS IS REQUIRED.

**PROSPECTIVE BIDDERS WILL BE REQUIRED TO FURNISH THE FOLLOWING DOCUMENTS WITH THEIR SUBMITTAL: MANDATORY**

- A. ARTICLES OF INCORPORATION, IF APPLICABLE
- B. CURRENT VALID BUSINESS LICENSE
- C. CERTIFICATE OF GOOD STANDING
- D. CORPORATE RESOLUTION EVIDENCING THE DIRECTORS/OFFICERS OF THE COMPANY
- E. CURRENT CERTIFICATE OF GOVERNMENT INSURANCE COVERAGE

"IT SHALL BE THE BIDDERS' RESPONSIBILITY TO DELIVER HIS BID TO THE DESIGNATED LOCATION PRIOR TO THE BID TIME SPECIFIED ON PAGE 1 OF THIS BID."

This Invitation for Bids represents the one (1) year estimated requirements for Department and Agencies of the Government of the Virgin Islands, St. Croix, U. S. Virgin Islands.

NOTE: Diligence should be exercised in completing all information as requested herein.

The Bidder MUST insert the Brand Name of each item which he proposes to supply to the Government in the space provided.

### **SUPPLEMENTARY PROVISIONS**

Awards hereunder will be made on the basis of the delivered cost to the Government. Bidders must therefore quote F.O.B. Virgin Islands. Cost of loss, processing of claims for broken or damaged articles and cost of transportation to the Virgin Islands will be the obligation of the Contractor.

Bidders are required to file their **On-Island Warehouse** location and capacity (size) for all bid items such as produces, storage of fresh vegetables/fruits, meats, dairy products and other frozen food items, etc.

The Commissioner may reject any or all bids, or the bid for any one or more commodities or contractual services included in the Invitation for Bids, when the public interest will be served thereby. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of re-advertising for bids, awards will be made by drawing lots. Otherwise, the contract shall be awarded to the bidder offering the most advantageous service to the Government, quality offered, delivery terms and service reputation taken into consideration.

**BRAND NAME:** Any reference in the Invitation for Bids to Manufacturer's Brand Name or Number is due to lack of satisfactory specifications for commodity description. Such reference is intended to be descriptive not restrictive and is for the sole purpose of indicating to prospective bidders a description of articles that will be satisfactory.

**CONTRACT PERIOD:** the period of any contract entered into under this Invitation for Bids shall be from **October 1, 2015** up to and including **September 30, 2016**.

**OPTION TO RENEW:** The services of this contract may be extended for an additional term subject to the availability of funds.

**DESCRIPTIVE LITERATURE:** Bidders are requested to file a current copy of their Supply Catalog with the Division of Procurement and ascertain that the receipt thereof is annotated on their Bidder's Mailing List Application.

For evaluating purposes, when further clarification of the items offered is needed, the bidder will be requested and is required to submit **SAMPLES** to the Department of Property and Procurement, Division of Procurement, within then (10) calendar days subsequent to the opening of the bid, at his own expense.

**SHELF LIFE:** If shelf life is a factor to be considered, please indicate in an accompanying letter to the bid, the category, item and shelf life in number of months.



**INSPECTION:** The Department issuing the Purchase Order shall inspect, for and on behalf of the Commissioner of Property and Procurement, each delivery and will refuse to accept same if such items are not in accordance with the specifications hereunder. The Contractor, or his designee, shall be requested to witness such inspection.

All products designated USP shall be furnished in strict accordance therewith, including all requirements for certification by the Government Agencies.

Articles are to be in strict accordance with the specifications contained herein. Alternates or substitutes will not be accepted unless shown on the Purchase Order.

All meats must be carefully stamped indicating U. S. Government Inspection and must conform to our requirements. NONE will be accepted unless properly identified.

**PROMPT PAYMENT DISCOUNT:** Prompt payment discounts shall NOT be considered in the evaluation of bids. Prompt payment discounts are removed as evaluation factors.

Although prompt payment discounts are not evaluated, any discount offered will form part of the award, and will be taken by the User Agency and the Department of Finance if payment is made within the discount period specified by the bidder.

No discount offered for payments within less than thirty (30) calendar days will be considered. Paragraph 6a on the reverse side of Page 1 of the Bid form is hereby deleted.

**QUANTITIES:** The quantities indicated on this Invitation for Bids are estimated. Deliveries are to be made as required subject, however, to issuance of Purchase Orders therefore.

**VARIATION IN QUANTITIES:** Variation in quantity caused by conditions of loading, shipping or packing or allowances in manufacturing processes will only be accepted when such variations do not aggregate ten (10%) per centum of the quantity indicated on the Purchase Order.

**DEPARTMENTAL REQUIREMENTS:** The items listed are for the following Department(s):

**DELIVERIES:** Deliveries of items hereunder shall be made directly to and accepted by the ordering department during the term hereof. Hours of such deliveries and acceptance shall be between 8:00 A.M. to 11:00 A.M. and 1:00 P.M. and 4:00 P.M. Final date for delivery under this contract will be **September 30, 2016.**

Deliveries shall be made within twenty (20) calendar days, unless otherwise requested by the Department, after receipt of an official Purchase Order and shall also be in such amounts and/or quantities as indicated on the Purchase Order issued by the Department.

The Contractor will assume all responsibilities for delivery, including picking up from docks and transporting to the Department issuing the Purchase Order. The Government, under no consideration, will assume any responsibility for trucking of merchandise.

Deliveries of items contracted for are not complete until off-loaded by supplier and inspected and received by Authorized Personnel.

Acceptance time after delivery will be three (3) working days. The discount period will begin on the fourth day after delivery.

All merchandise **MUST** be labeled or stamped to indicate that they are the quality and brand offered by the bidder. NONE will be accepted unless properly identified.

**DAMAGES:** If the contractor hereunder fails to make delivery of the merchandise, within the time specified, or fails to effect delivery of the merchandise, said Contractor hereby agrees and consents that the Department issuing the Purchase Order may purchase same in the Open Market. Any excess in cost thereof, over the original contract price, shall be charged against such Contractor by deducting the excess from any invoices in the possession of the department, not yet paid.

**EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of this Invitation for Bids, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach said bidder before the submission of their bids. Any interpretation made will be in the form of an amendment to the Invitation for Bids, specifications, etc., and will be furnished to all prospective bidders.

The General Provisions (SUPPLY CONTRACT), STANDARD FORM approved by the Commissioner of Property and Procurement, 7-14-71, is an integral part of this Invitation for Bids. Bidders must familiarize themselves with these provisions.

**PREFERRED BIDDERS:** In addition to placing a check (✓) in the appropriate box on Page 1, Section 5 of this Bid, any Person, Firm, Partnership, or Corporation meeting the requirements of Preferred Bidder Status, must request that his or its name be added to a Preferred Bidders' list to be maintained by the Commissioner of Property and Procurement.

If bidder has not previously filed a notarized copy of the Preferred Bidders' Certificate with the Commissioner of Property and Procurement, Division of Procurement, **#3274 Estate Richmond, St. Croix, Virgin Islands**, notarized, submitted to the Division of Procurement not later than date and hour of bid opening specified on Page 1 of this Bid. All bidders not complying with the procedures set forth herein and in accordance with Title 31 V.I.C. § 236 (a), will not be considered eligible as a Preferred Bidder for this Invitation for Bids.

**FIXED PRICE WITH ESCALATION:**

- (a) Firm bids are requested. However, bids may contain an escalation clause relating to the Contractor's purchase price and same will be considered and evaluated provided the bid is otherwise responsive and the offer responsible.
- (b) If at any time during the performance of a contract, hereunder issued, there is an increase or decrease in the contractor's purchased price of any of the items herein, the Contractor shall notify the Commissioner of Property and Procurement thereof within fifteen (15) working days of such increase or decrease. Such notice shall include data, (ii) the amount, both of the increase or decrease, and (iii) the Contractor's proposal for price adjustment.

- (c) Promptly upon receipt of any notice and data described in (a) above, the Contractor and the Commissioner shall negotiate a price adjustment in the contract unit price for the items involved, delivered, and accepted.
- (d) There shall be no adjustment other than for increase or decrease in the Contractor's purchased price and only for those items for which data as required in (b) above have been submitted and approved.
- (e) If at any time after the date of any contract, issued hereunder, the Contractor makes a general price reduction in the comparable price of any article or service covered by this contract to customers generally, an equivalent price reduction, based on similar quantities and/or consideration shall apply to the contract for the duration of the contract period (or until the price is further adjusted). Such price reduction shall be effective at the time and in the same manner as the reduction in the price to customers generally.

#### EVALUATION OF PRICE ESCALATION:

- (a) Where an Invitation for Bids does not contain a price escalation clause, bids received which quote a price and contain a price escalation provision, with a ceiling (usually expressed in terms of a maximum percentage increase) above which the price will not escalate, will be evaluated on the maximum possible escalation of the quoted base price.
- (b) Where an Invitation for Bids contains a price escalation clause and no bidder takes advantage of the escalation provisions, bids shall be evaluated on the basis of the quoted prices without the allowable escalation being added. Where a bidder deletes the escalation clause from his bid, the bid will be rejected as non-responsive.

#### BILLING UNDER ESCALATION CLAUSE:

Billings containing increased unit prices alleged to be in accordance with the escalation clause hereunder shall be accompanied with either:

- (i) a copy of the invoice from the Contractor's mainland supplier; or
- (ii) copy of published Price List of such mainland supplier.

For purposes hereof a "Price List" shall be a catalog, price list, schedule or other form that (a) is regularly maintained by the mainland supplier, (b) is either published or otherwise available for inspection by customers generally and (c) states prices at which sales are currently or were last made to a significant number of buyers constituting the general public.

A "Manufacturer Listed Price" is a current price, established in the usual and ordinary course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or vendor.

## GENERAL PROVISIONS (SUPPLY CONTRACT)

### 1. DEFINITIONS

As Used throughout this contract, the following terms shall have the meaning set forth below:

The term "Contracting Officer" means the Commissioner of the Department of Property & Procurement; and the term includes, except as otherwise provided in the contract, the authorized representative of the Contracting Officer acting within the limits of his authority.

### 2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in anyone or more of the following: (i) Drawings, designs, or specifications where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: Provided, however, That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

### 3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price thereof have been authorized in writing by the Contracting Officer.

### 4. VARIATION IN QUALITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, specify elsewhere in this contract.

### 5. INSPECTION

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to

Inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any change inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: Provided, That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.



(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

#### **6. RESPONSIBILITY FOR SUPPLIES**

Except as otherwise provided in the contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction or damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment.

#### **7. PAYMENTS**

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50 percent of the total amount of this contract.

#### **8. ASSIGNMENT OF CLAIMS**

(a) Pursuant to the provisions of the Assignment of Claims Act (5 VIC 1201 et. seq.) if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financial institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such

Assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set off.

#### **9. ADDITIONAL BOND SECURITY**

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

#### **10. EXAMINATION OF RECORDS**

(The following clause is applicable if the amount of this contract exceeds \$1,000.00 and was entered into by means of negotiation, but is not applicable if this contract was entered into by means of formal advertising.)

(a) The Contractor agrees that the Government Comptroller of the U. S. Virgin Islands or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Government Comptroller of the Virgin Islands or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$1,000 and (ii) subcontractors or purchase orders for public utility services at rates established for uniform applicability to the general public.

#### **11. DEFAULT**

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure

Such failure within a period of 10 days (or such longer period as The Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services: Provided, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or service fees to be furnished by the subcontractor was obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph

(a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be

Necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## **12. DISPUTES**

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Attorney General. The decision of the Attorney General or his duly authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above:- Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## **13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT**

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

#### **14. BUY AMERICAN ACT**

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10a-1d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "Components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "End products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) "a domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products;

(i) Which are for use outside the United States;

(ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) As to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

(iv) As to which the Secretary determines the cost to the Government to be unreasonable.

(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

#### **15. CONVICT LABOR**

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

#### **16. OFFICIALS NOT TO BENEFIT**

No member of the Legislature, or Delegate to the United States Congress, or official or employee of the Executive Branch of the Government of the Virgin Islands, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### **17. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



**GENERAL PROVISIONS  
(SUPPLY CONTRACT)**

**TERMINATION OF CONTRACTS**

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**18. CONVENIENCE OF THE GOVERNMENT**

- (a) The performance of work under this contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
  - (i) stop work under the contract on the date and to the extent specified in the Notice of Termination;
  - (ii) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
  - (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
  - (iv) assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - (v) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent, he may require, which approval or ratification shall be final for all the purposes of this clause;
  - (vi) transfer title and deliver to the Government in the manner, at the times, and to the extent, if any, directed by the Contracting Officer (A) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (B) the completed or partially

completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the Government.

- (vii) use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Commissioner of Property and Procurement, any property of the types referred to in (vi) above; provided, however, that the Contractor (A) shall not be required to extend credit to any purchaser, and (B) may acquire any such property under the conditions prescribed by and at the price or prices approved by the Commissioner of Property and Procurement and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Commissioner of Property and Procurement may direct;
  - (viii) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
  - (ix) take such action as may be necessary, or as the Commissioner of Property and Procurement may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (c) After receipt of the Notice of Termination, the Contractor shall submit to the Commissioner of Property and Procurement his termination claim, in the form and with certification prescribed by the Commissioner of Property and Procurement. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Commissioner of Property and Procurement, upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Commissioner of Property and Procurement determines that the facts justify such action, he may receive and act upon failure of the Contractor to submit his termination claim within the time allowed, the Commissioner of Property and Procurement may determine, on the basis of information available to him, the amount, if any, due to the Contractor by any reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- (d) Subject to the provisions of paragraph (c), the Contractor and the Commissioner of Property and Procurement may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Commissioner of

Property and Procurement to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed to be paid to the Contractor pursuant to this paragraph (d):

- (e) In the event of the failure of the Contractor and the Commissioner of Property and Procurement to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Commissioner of Property and Procurement shall pay to the Contractor the amounts determined by him as follows, but without duplication of any amounts agreed upon in accordance with paragraph (d):
  - (i) for completed supplies, materials and equipment or services accepted by the Government (or sold or acquired as provided in paragraph (b) (vii) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving for freight or other charges;
  - (ii) the total of —
    - (A) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (e) (i) hereof;
    - (B) the cost settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (v) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (A) above; and
    - (C) a sum, as profit on (A) above, determined by the Contracting Officer to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (C) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
  - (iii) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontract thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this contract.

**REPRESENTATION BY BIDDERS PURSUANT TO THE "BUY AMERICAN" ACT**  
(See Clause 14 of the General Provisions, Standard Form – Approved 7-14-71)

1. If the bidder represents that the articles, materials, and supplies he proposes to furnish are domestic source end products as defined in Clause 14 of the General Provisions, he shall check the box at the end of this paragraph..... ☐
2. If the bidder represents the articles, materials, and supplies he proposes to furnish are NOT domestic source end products as defined in Clause 14 of the General Provisions, he shall check the box at the end of this paragraph..... ☐

ALL BIDDERS MUST CHECK THE BOX AT THE END OF EITHER PARAGRAPH.  
1 OR 2 ABOVE

3. A bidder who checks paragraph 1 above, but who proposes to furnish domestic source end products containing components of foreign origin, the cost of which exceeds 5% of the bid price, shall furnish in the spaces below a complete list of components of foreign origin in sufficient detail to clearly identify each –

COMPONENTS OF FOREIGN ORIGIN

<u>Component</u>	<u>Point of Origin</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The bidder represents that the total cost of the above components of foreign origin, including applicable duty and transportation costs, constitutes \_\_\_\_\_ % of the cost of all components to be incorporated in the end products being furnished. The bidder agrees to furnish, for the exclusive use of the Government, such additional information as the contracting officer may request in order to verify the foregoing in evaluating the bid.

4. The bidder agrees that no components of foreign origin, other than those listed above, will be incorporated in the end products being furnished without written approval of the Contracting Officer.

### BRAND NAME OR EQUAL

(As used in this herein, the term “brand name” includes identification of products by make and model).

- (a) If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the Government to be equal in all material respects to the brand name products referenced in the Invitation for Bids.
- (b) Unless the bidder clearly indicated in his bid that he is offering an “equal” product, his bid will be considered as offering a brand name product referenced in the Invitation for Bids.
- (c) (1) If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to quality of the product shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the Department of Property and Procurement. Caution to Bidders: The Department of Property and Procurement is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the Department. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid, all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Department of Property and Procurement to (i) determine whether the product offered meets the requirements of the Invitation for Bids, and (ii) establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the Department of Property and Procurement.
- (2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid, a clear description of such proposed modification, and (ii) clearly mark any descriptive material to show the proposed modification.
- (3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

**GOVERNMENT OF THE VIRGIN ISLANDS**  
**DEPARTMENT OF PROPERTY AND PROCUREMENT**

**NON-COLLUSION AFFIDAVIT**

————— 0 —————

..... being duly sworn, deposes and says that —

(1) He is [owner, partner, officer, representative, or agent] of .....

..... the bidder that has submitted that attached bid;

(2) He is duly informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The Government of the Virgin Islands or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature of Affidavit

SUBSCRIBED AND SWORN to before me this....., day of .....

Notary Public