

**Braxton County Board of Education  
Attention: Leatha G. Williams  
98 Carter Braxton Drive  
Sutton, WV 26601**

**Telephone: 304-765-7101 ext. 473**

**Braxton County Board of Education  
NOTICE INVITING BIDS  
BID # Milk M-2021**

NOTICE IS HEREBY GIVEN that sealed bids for distribution of Milk and Dairy Products for Braxton County's 8 schools participating in the Child Nutrition Programs will be opened at 9:15 AM on June 10, 2021 at :

**Harrison County Board of Education  
445 West Main Street  
Clarksburg, WV 26302**

Please send bids to:

**Braxton County Board of Education  
98 Carter Braxton Drive  
Sutton, WV 26601**

Please label your envelope:

<p>Braxton County Board of Education Attention: Leatha Williams Bid # M-21 Milk and Dairy Products Sealed Bid</p>
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Quotations will be opened at the Harrison County Board of Education, on June 10, 2021 at 9:15 A.M. Bids may be hand carried to bid opening. The successful vendor will be notified in writing within ten (10) working days of the opening. The Braxton County Board of Education reserves the right to reject any and all quotations received, waive any information and to make selection deemed to be in the best interest of Braxton County Schools.

Item descriptions, bid units and estimated units required for the 2021-2022 school year are listed in Section IV of this document. Please complete Section IV as specified in General Instructions, Section II and Section III.

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### Return the Following

Signed Bid Proposal or No Bid Reply Form	Page 4 & 5
Signed Certification Regarding Disbarment	Page 12
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**Contract Section I – Bid Overview**

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**BID # M-21**

ITEMS: Milk and Dairy Products

TYPE OF CONTRACT: ANNUAL BOTTOM LINE WITH ESCALATION (DE-ESCALATION) CLAUSE

CONTRACT PERIOD: Beginning: August 1, 2021  
Ending approximately: July 31, 2022

PROPOSAL OPENING: June 10, 2021 at 9:15 A.M.

PROPOSAL DUE DATE: All proposal are due on June 10, 2021 at 9:15.

PROPOSAL DELIVERY: Hand deliver or mail to: Braxton County Schools  
ATTN: Leatha G. Williams  
98 Carter Braxton Drive  
Sutton, WV 26601

CONDITIONS: In strict accord with Sections I through IV of this Contract.

CONTACT: If you have any questions concerning this bid, please contact:  
  
Leatha G. Williams  
Director of Child Nutrition  
Braxton County Schools  
Phone: 304-765-7101  
lgwillia@k12.wv.us

**BID PROPOSAL**

Date Issued: June 10, 2021

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

Submitted to: Braxton County Schools  
Attn: Leatha G. Williams  
98 Carter Braxton Drive  
Sutton, WV 26601

**Submitted by:**  
Name of Firm: \_\_\_\_\_

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

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

**Our bottom line proposal(s) for products included in this bid proposal is \$\_\_\_\_\_**

Addendum Numbered \_\_\_\_ through \_\_\_\_ were received prior to my signing this proposal document.

**I certify by my signature below that the costs quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in Contract Sections II through IV.**

\_\_\_\_\_  
Signature

Print or Type:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Telephone

Braxton County, WV  
Child Nutrition Office  
98 Carter Braxton Drive  
Sutton, WV 26601

**NO BID REPLY FORM**

BID # M-21

BID TITLE: Milk and Dairy Products

To assist us in obtaining good competition on our bid proposals, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) and return this form. This information will not preclude receipt of future invitations unless you request removal from bidders list by so designating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "NO BID" at this time because:

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- 3. We do not feel we can be competitive.
- 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to the School District. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- 6. We do not sell the items/services on which bids are requested.
- 7. OTHER:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

WE WISH TO REMAIN ON THE BIDDERS LIST

WE WISH TO BE DELETED FROM THE BIDDERS LIST

## CONTRACT SECTION II - BID CONDITIONS

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### SPECIAL CONDITIONS

1. This bid is for Milk and Dairy Products to be delivered to all Braxton County Schools for the 2021-2022 school year.
2. The contract period will begin August 1, 2021 and end approximately July 31, 2022.
3. It is our intention that prices are lump sum bottom line and that all prices shall be firm for (30) days after bid award. Thereafter, half pint prices may escalate or de-escalate in accord with changes in Class I raw milk based on monthly Federal Milk Order announcements for Mideast Marketing Area. Prices shall be based upon the June USDA Milk Marketing Index (MMI).
4. Extension of contract – any contract resulting from this solicitation may be extended for a period not to exceed three (3) years in total upon mutual agreement of both parties.

### GENERAL INSTRUCTIONS

1. **BID SUBMISSION:** Sealed bids will be received by **Braxton County Board of Education** at the time and place specified on the invitation. Sealed bids will be opened at Harrison County Board of Education on June 10<sup>th</sup> at 9:15 AM at which time they will be publicly opened. Neither dating of the bid form nor mailing on the due date will meet these requirements. The bid form must be **received on or before the date and time stated.**
2. **REFERENCES:** References from three (3) customers may be requested with the Bid. **Braxton County Board of Education** may reject the bid based on failure to provide such references or negative responses to reference checks.
3. **CORRECTION OF MISTAKES:** All quotations must be in ink or typewritten. No erasures or correction fluid permitted. Mistakes may be crossed out and corrections inserted adjacent. Person signing quotation must initial corrections in ink.
4. **SIGNATURES ON INVITATION:** Bids must be signed by a responsible officer of the firm or corporations.
5. **RETURNING INSTRUCTIONS:**
  - A. **No Alteration:** The bid forms, Sections I and IV, must be used without alteration.
  - B. **Section I:** Bid Section I shall be returned in a sealed envelope, marked "Braxton County Board of Education Bid # M-21, Milk and Dairy Products, Section 1" and shall include the company name. It shall include the signature of an officer of the company.
  - C. **Section IV:** "working papers," shall be enclosed in a separate, sealed envelope marked "Braxton County Board of Education Bid #M-21, Milk and Dairy Products, Section IV," and shall include the company name.
  - D. **Required Documents:** The attached Affidavit of Non-Collusion and the Certification Regarding Debarment shall be properly completed, signed, and returned prior to the award of this bid.
6. **QUANTITIES:** It shall be understood that any contract established as a result of this Notice Inviting Bid will not obligate the school system to receive any quantity in excess of actual requirements.

Estimated quantities are based on historic data from school year 2016-2017.

**7. REVIEW AND AWARD.**

- A. After the public opening of Request for Bids, school system officials will require ten (10) working days for review.
- B. Bids will be awarded to the distributor with the lowest bottom line total price who has met the requirements as set forth in the bid document.
- C. The low bid will be checked for accuracy of mathematical extensions and additions. All bids shall be subject to verification. If the errors on math and brands are within tolerance described in this contract, the bottom line will be corrected and if the bid is still low, the bid disclosure procedure will continue.
- D. Mathematical Accuracy of Bid Offered: Ninety percent (90%) of the mathematical calculations shall be correct. The following items will be classified as mathematical errors:
  - 1. Any error in a line item in conversion, addition or multiplication, which results in an incorrect extension, will be counted as one error.
  - 2. Any error in addition to arrive at the bottom line will be counted as follows: Each one-percent (1%) change in the bottom line will count as an error.
- E. Charges for Inconvenience to the County: After acceptance, the successful contractor will be liable for any damages or expenses, including attorney fees, incurred as a result of its violations or attempts by the school district to enforce this contract.

8. **DECIMALS**: Any mathematical calculation that involves decimals shall be treated as follows: All decimals shall be carried only two (2) places in the final extension. Unit price may be extended four (4) decimal places.

**9. RIGHT TO REJECT BID**

Braxton County Board of Education reserves the right to reject any and all bids or any part thereof. They reserve the right to make such selection as, in their judgment, is in the best interest of county boards of education. They also reserve the right to eliminate those bids where specifications have not been met, where incorrect extensions exceed the tolerance level and where references were not provided or negative references were received.

**10. SERVICE LEVEL**

The contractor shall fill all original orders at a monthly average of 100% on the scheduled delivery day.

**11. DELIVERY CONDITIONS**

- A. **Drop Ship**: Products are being bid for drop shipment to each school. A county map with school locations may be found in Attachment A.
- B. **Expiration Date Lead Time**: All milk must be delivered to each school at least ten (10) days before the expiration date marked on the carton/crate.
- C. **Delivery Frequency**: The frequency and times of delivery to all sites shall be **twice weekly** and arranged with the Director of Child Nutrition.
- D. **Holiday Deliveries**: Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made on a day mutually agreed upon by the county school child nutrition director and the successful contractor. School calendars designating all holidays may be found in Attachment B.
- E. **Snow Days**: Counties shall not be obligated to receive deliveries scheduled on declared snow days except for the first day.
- F. **Special Deliveries**: Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.

- G. **Delivery Verification:** Verification of deliveries cannot be made before school opens, after school closes or during meal service. Designated food service personnel shall verify deliveries made during these times upon arrival at school or immediately after meal service. Any shortages or damaged product shall be noted at this time and the county office and the contractor called. The contractor shall not be required to issue credits or errors not detected at this time.

When deliveries are made during school hours, drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of quantities of each item and condition of merchandise. Each delivery ticket shall be signed by a designated school receiver. Variation from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver. The contractor shall not be required to issue credits for errors not detected at the time of delivery, except for hidden damage.

- H. **Delivery Storage:** Drivers and helpers shall stock milk display cabinets and rotate stock to maintain fresh dairy products in the coolers at all times.
- I. **Leaking containers:** Drivers shall leave milk cartons/mini-sips in the master case when placing them in milk coolers and any leaking cartons are to be replaced at that time to maintain sanitary conditions. Any leaking cartons/plastic bottles found by the cooks between deliveries shall be credited or replaced on the next delivery.
- J. **Required Stock Level:** USDA regulations for school food service programs mandate the offering of a variety of milk low fat (1%, skim milk, chocolate, strawberry, vanilla etc.) to schools, therefore, it is imperative that these types of milk be offered to each child daily. It shall be the responsibility of the milk delivery personnel to check the coolers to determine the need of 1/2 pints of a variety of 1%, skim, chocolate, strawberry and vanilla milk during each scheduled delivery.

12. **MILK COOLERS AND STAWS**

The contractor shall provide milk coolers and maintain milk cooler for all schools. ***The contractor shall provide wrapped drinking straws.***

13. **PURCHASE ORDERS AND INVOICING**

In as much as program funding is a county responsibility, vendors must agree to accept a county purchase order.

- A. **Delivery Tickets:** Each delivery ticket must be pre-numbered and include the delivery date, school's name and itemized quantity delivered. Delivery tickets shall be left at the school.
- B. **Statements:** Statements shall be sent monthly to the Braxton County Schools.
- C. **Payments:** Payments shall be rendered within (90) days after receipt of statement from the contractor.

14. **PRODUCT LABELING AND CONTAINER FILL**

The contractor shall reimburse the county for any lot that fails to pass federal inspection regarding product labeling and fill of containers. In addition, the contractor shall reimburse the county for any loss in federal reimbursement resulting from the supplier's failure to provide products that contain minimum quantities and components required by USDA for a reimbursable meal.

15. **TERMINATION OF CONTRACT**

- A. The contract may be cancelled only for cause by either party upon issuance of written notice. Braxton County Board of Education will terminate the contract if the successful contractor fails to perform at the level specified in the contract document, and the successful contractor may terminate the contract if the county board of education fails to meet the specified payment terms. Each party shall follow the procedure outlined below, if a contract is to be terminated:



- Step 1: Issue a warning letter outlining the violations and the length of time one (1) week to correct the problem.
- Step 2: Issue letter of Intent to Cancel Contract, if the problem is not resolved by the given date.
- Step 3: Issue Letter of Contract Cancellation.

- B. In the event that the physical facilities of the contractor are destroyed or a labor dispute makes performance under the terms of this contract impossible, the contractor will not be held liable by Braxton County Board of Education. In the event of a labor dispute, which continues for more than ten (10) working days, Braxton County may cancel the contract, and the contractor will not be responsible for damages due to labor dispute. During the ten days, Braxton County Board of Education will discuss alternatives with the contractor.
- C. Vendor's performance will be evaluated. Unsatisfactory performance may result in removal from the eligible vendor's list.

**16. STANDARD CONTRACT CONDITIONS**

- A. This contract shall be governed in all respects as to validity, construction, capacity, performance or otherwise by the laws of West Virginia and the United States.
- B. Contractors providing service under this Request of Bid, herewith, assure the school system that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- C. Contractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Labor regulations (41 CFR Part 60).
- D. The contractor agrees to retain all books, records and other documents relative to this agreement for three (3) years after final payment. The school system, its authorized agents, State and/or Federal representatives shall have full access to, and the right to examine and audit any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- E. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall be included in prices where applicable.
- F. The Braxton County School District shall ensure that all companies doing business with Braxton County Schools fully disclose all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the Company receives a discount, rebate, allowance, or incentive from any supplier, the Company must disclose and return to the Braxton County School District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the Braxton County School District. All discounts, rebates, allowances, and incentives must be returned to the Braxton County School District during a mutually agreed upon time frame that is beneficial to the School District.

**17. AVAILABLE FUNDING**

If the effective dates of this bid extend beyond the current state or federal fiscal year, it is understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds. In the event of the discontinuance or a decrease in federal and/or state funds, the school system reserves the right to change the item identifications, decrease the quantities and/or items.

**CONTRACT SECTION III - PRODUCT REQUIREMENTS**

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1. **Product Specifications:** Fluid milk and milk products shall be manufactured and packaged as defined in the "Regulation Governing the Productions and Sales of Milk and Milk Products," as published by the West Virginia Department of Agriculture. Milk and milk products shall be pasteurized, homogenized and vitamin fortified.

Fluid milk shall be delivered at a temperature of 40 degrees or less. Any milk delivered above 40 degrees may be rejected or returned for credit if spoilage occurs.

2. **Price Escalations:** Quoted prices shall be based on the May USDA milk Marketing Index (MMI). All prices shall be firm for 30 days. After which prices for milk can escalate or de-escalate in accord with changes in Class I raw milk prices based on monthly Federal Milk Order Announcements for Zone 5.

**Escalation/de-escalation shall be calculated by multiplying 100 pounds of milk by the Skim Milk price per hundred weight (cwt) and the price of butterfat per pound, then adding the results. For example, 1% milk shall be calculated as follows:**

**99 lbs. skim milk x price of skim milk (from current MMI) = \_\_\_\_\_**

**1 lb. of butterfat X price of butterfat (from current MMI) = \_\_\_\_\_**

**The sum of these calculations indicates the current cost of 1% milk.**

**The current cost shall always be compared to the original bid price; and the price of milk may be escalated or de-escalated at the rate of \$0.001 per half pint for each full \$0.15 increase/decrease in milk per hundred weight.** Any changes (up or down) in prices must be announced to the county office by the last day of the month preceding the month in which the change will occur. All price changes should effective on the first day of the month. A copy of the May USDA Milk Marketing Index (MMI) shall be attached to this bid and subsequent issues supplied to the county office monthly. Suppliers are also requested to submit calculations showing manner of arriving at amount of change.

## **LOCAL INSTRUCTIONS**

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**Braxton County Board of Education is requesting two separate bids – Firm Pricing and Escalation/De-escalation.**

**WEST VIRGINIA DEPARTMENT OF EDUCATION  
U.S. DEPARTMENT OF AGRICULTURE**

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**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion – Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CRF Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON Page 13)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal 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.

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Name of Firm (Vendor) PR/Award Number or Project Name

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Name and Title of Authorized Representative

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Signature Date

C/F/018

**INSTRUCTIONS 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 which 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,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549. You may contact the person to which 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 Department, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” 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 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 is 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 5 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.

**WEST VIRGINIA DEPARTMENT OF EDUCATION**  
U.S. DEPARTMENT OF AGRICULTURE  
**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ Contract/Bid No. \_\_\_\_\_

County of \_\_\_\_\_

**I state that:**

I am \_\_\_\_\_ of \_\_\_\_\_  
Title Name of Firm (Vendor)

and that I am authorized to make this affidavit on behalf of the firm and its owners, directors, and officers. I am the firm's representative responsible for the price(s) and the amount of this bid.

**I state that:**

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) The above named firm (vendor), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency, and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract except as follows:

\_\_\_\_\_  
\_\_\_\_\_

**I state that** the firm (vendor) mentioned above understands and acknowledges that the above representations are material and important, and will be relied on by \_\_\_\_\_

Name of Child Nutrition Sponsor

In awarding the contract(s) for which this bid is submitted. I understand and the firm (vendor) understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Child Nutrition Sponsor of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
Title Name of Firm's (Vendor's) Representative

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:** \_\_\_\_\_



# ATTACHMENT A





