

INVITATION FOR BIDS
MILK PRODUCTS & DELIVERY
SCOTT COUNTY PUBLIC SCHOOLS

- A. The Scott County School Board is seeking bids for milk products and delivery services for all schools in our District deliverable to all schools: See attachment (A) for description and locations. This delivery will begin with the Academic Year 2022-2023 and the contract will continue for three consecutive years with an option to renew the fourth year.
- B. The Scott County School Board reserves the right to accept or reject any and all proposals in whole or in part and waive any informality in the competitive negotiation process. Further, the School Board reserves the right to enter in to any contract deemed to be in the best interest of the School division.

The Scott County Board School Board requests price quotes on specific items (As Attached). The items are to be purchased and used in the School Food service. The objective is to select suppliers providing for open and free competition, comparability, and documentation of all purchases. All food must be processed and packaged under the best possible sanitary conditions in accordance with local, State of Virginia and federal Pure Food Laws and Health regulations.

AUTHORITY:

This solicitation is subject to the provision of the Commonwealth of Virginia, Virginia Public Procurement Act, and the Scott County Procurement Policies.

Scott County School Division will be accepting bids through 12:00 p.m. Wednesday, July 13th, 2022. Please submit bids at Scott County School District's office at 340 E. Jackson St., Gate City, VA 24251, by email in a separate attachment to Jennifer.frazier@scottschools.com; you may drop off to the above location, or also mail to the 340 E. Jackson St. Gate City, VA 24251 address. No faxed bids please. **Each bid delivered or mailed must be enclosed in a sealed envelope marked: Milk/Dairy, and Juice Bid and delivered to the Food Service Director, Scott County School Board, 340 E. Jackson Street, Gate City, VA 24251 on or before 12:00 p.m. on Wednesday July 13, 2022. All inquiries should be directed to: Jennifer Frazier-Food Service Director, (276) 386-6118.**

The Scott County School Board will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal, or in engaging in oral presentation, discussions, or negotiations with the Board or its representatives. Proposals must be in a single bound document. Offerors shall submit one (1) signed original and three (3) copies of their proposal.

Any questions regarding the proposal can be directed to Jennifer Frazier, Director of School Nutrition, 340 E. Jackson St., Gate City, VA 24251 – (276) 386-6118 or at Jennifer.frazier@scottschools.com

ETHICS IN PUBLIC CONTRACTING:

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia, as amended, shall be all contracts solicited or entered into by the Scott County School Board. By submitting their bids/proposals, all bidders certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid/ proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, service or anything more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

ANTI-DISCRIMINATION:

By submitting their bids, bidders certify the Scott County School Board certifies they will conform to the provision of the Federal Civil Rights Act of 1965, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, The Virginia Disabilities Act, and The American Disabilities Act.

The Scott County School Board does not discriminate against faith-based organizations.

Price quotes must include all charges: shipping, handling, freight, etc. One bid will be accepted for the entire Scott County School District. The Scott County Cafeteria fund will be responsible for the payment of invoices as a result of the bid.

**Do not include Federal or State applicable taxes in the bids. If a tax exemption certificate is required, please so state on the bid and the appropriate certificate will be furnished at the time of the award of the bid.

CONTRACT RENEWAL:

The initial term of this contract shall be for twelve months commencing on August 1, 2022 and ending on July 31, 2023. Scott County School Board reserves the right to extend the Milk/dairy & Juice contract on a year to year basis for four additional (2022-2027); unless terminated due to available by the vendor or by Scott County School Board.

Vendors will be selected on the basis and comparison of:

1. Price
2. Quality of product
3. Student acceptance
4. Service-vendors dependability and ability to deliver items ordered
5. Vendor's ability to meet specifications and bid conditions
6. Serviceability of term
7. Past performance of vendor

Scott County School Board reserves the right to reject any and all bids. The successful bidder must have capability to furnish support items upon submission of the bid:

1. Access to computerized printout usage report
2. Access to direct order entry
3. Access to computerized bid file
4. Provide individual schools with order guides
5. Computerized invoices and statements

VENDOR PERFORMANCE:

If a product is not as specified, the following termination procedures and the basis for any settlement for all procurement over \$10,000. Will take place:

1. All Goods and supplies are subject to inspections and rejection upon receipt by the manager or his/her designee or the supervisory personnel. Rejected items because of damage or not meeting specifications shall be returned at the vendor's expense.
2. The vendor shall correct the deficiency within five days or before the critical date beyond which the need is there. If the vendor cannot correct the deficiency by the critical date, the Board shall have the right to fill the needs through another source. On all such purchases, the vendor agrees to reimburse schools for excess cost caused by such a purchase.

Anyone or combinations of penalties for failure to perform listed as follows may be used:

1. Cost adjustment
2. Termination of contract
3. Suspension from future bidding (must include timeframe)
4. Legal action and civil penalties
5. Criminal action

INVOICES AND STATEMENTS:

All monthly statements are to be issued to include and end with the cut-off date which will be the last day of the month which is the date through which the billing should be made. Statements are to be sent to the Scott County School Board, 340 E. Jackson Street, Gate City, VA 24251.

All invoices for the purchases of items must accompany each delivery and include the school name, date number of units, unit description, (brand/trade name, size or weight) unit price, total price, and total invoice price. Two (2) copies of the invoice must remain with the manager. The manager or her designee must sign the invoice at the time of delivery. Unsigned invoices will not be paid.

Credit for all milk that is picked up is to be on a separate invoice.

Scott County Public Schools pays from invoices and the statements are only for reference. Invoices are paid monthly to the vendor when the contract has been met and verified.

REGULATION COMPLIANCE:

All contracts awarded in excess of \$10,000.00 b grantees and their contractors or sub-grantees shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and supplemented in Department of Labor regulations (41 CFP), part 60. All contracts over \$100,000.00 will require compliance with the Clean Air Act issued under section 306 Executive Order 11738.

Bidders must comply with mandatory standards and policies related to energy efficiently which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165). Positive efforts will be mad to involve minority and small businesses.

Each carrier shall furnish a Certificate of Insurance issued by an insurance company showing that the Scott County School Board will be protected from loss or damage to property of third persons or to the carrier's own property, loss of damage to the Board of Education commodities and injury or death to third persons or the carrier's employees. Carrier will assume full common liability of all shipment.

DELIVERY:

1. Schedules for ordering and deliveries are to be arranged with the successful bidder to the satisfaction of each school. Deliveries are at Cafeteria Manager's request, with deliveries at least three times weekly. Monday through Friday. Delivery times will not begin before 6:00 A.M.
2. In an emergency, additional milk/juice is to be supplied within two hours of the telephone call requesting such.
3. It is understood that deliveries terminate during regular school vacation periods, as shown by a school calendar. No milk shall be left in any milk box beyond a shelf-life date. Unused milk is to be collected by the successful bidder BEFORE ALL VACATION PERIODS. Credit for such milk will be given is to be noted on a separate invoice.
4. Deliveries will not be accepted when schools are dismissed because of weather issues or other emergencies. It is expected that milk and milk products will have a minimum of seven (7) days shelf life beyond delivery dates.
5. The dairy agrees to be responsible for damage to the milk container that is a direct result of carelessness of the delivery man or improper packaging. The dairy agrees to replace milk that is spoiled or unfit for consumption due to the ageing process with credit given for that milk.
6. Milk/Juice is to be delivered in refrigerated trucks and properly placed in refrigerated milk coolers. Excess will be placed in available coolers. Milk/milk products, and juice must be delivered at temperatures between 34 degrees and 38 degrees. Milk that is frozen or exceeds 38 degrees will not be accepted. At the time of delivery, all milk in the box is to be placed on

top of milk delivered that day. All milk out of code date is to be picked up and replaced at no charge to the school district.

7. Milk/ice cream products must be delivered inside the cafeteria, in quantities requested and in time for meal service.
8. The milk/ice cream cases are to be clean and free of any debris, dirt, mud, grease, and/or coagulated milk.
9. The milk/juice containers are to be in a sanitary condition "i.e., free of coagulate or soured milk, grease, dirt, glue, and any other foreign substance.
10. The contractor will also deliver other commonly marketed dairy products included under this contract at bid prices as needed by the individual schools.
11. In the event of failure of the contractor to make deliveries of the milk products in such quantities as required in accordance with specifications set forth, the Scott County School Board reserves the right to purchase milk in the open market.
12. Ice Cream is to be delivered in appropriate condition, that is, not mashed out of shape, or thawed and refrozen.
13. The successful bidder shall provide the school district with the name and telephone number of a company contact person along with a delivery schedule that includes the delivery person's name and telephone number.

CONDITIONS:

1. All milk products and juice must be produced, handled and pasteurized in the conformity with the provisions of the Standard Milk Ordinance and Code, to comply with specifications on the bid sheet.
2. Standards and specifications apply to all dairy and juice products delivered to participating schools.
3. Bid prices should be based on August 1 raw milk price and are firm, fixed prices for (30) days following the actual bid award. Realizing the fluctuation of the market price, the successful bidder may deem it necessary to make price adjustments. Prices for milk can escalate or de-escalate in accord with charges in Class I raw milk prices on monthly Federal Milk Order announcements for the applicable geographic zone. Prices for milk delivered can be escalated or de-escalated at the rate of \$.001 per half pint for each full \$.15 increase in raw milk per hundred weight. Any changes (up or down) in price must be announced to Scott County School District by the 15th of the month preceding the month in which the change will occur. Any changes in prices must be accompanied by a copy of the Federal Milk Order. Suppliers are also requested to submit conversion calculations showing manner of arriving at the amount of change. Scott County Food Service Authority shall retain the right to reject or accept the adjusted rate. In case of rejection, the school district may place the milk and dairy products out for re-bid, or accept the next lowest bid and retain the right to go to the open market during the re-bidding process. In the event of a decrease in price, the vendor agrees to pass the savings on to the schools.

SCOTT COUNTY PUBLIC SCHOOLS
W/Cafeteria's 2022-2023- Attachment: A

DUFFIELD PRIMARY SCHOOL

663 Duff Patt Hwy Duffield, VA 24244
Phone: 276-431-2244 Fax: 276-431-2131

DUNGANNON INTERMEDIATE SCHOOL

113 Fifth Avenue Dungannon, VA 24245
Phone: 276-467-2281 Fax: 276-467-2654

FORT BLACKMORE PRIMARY SCHOOL

214 Big Stoney Creek Road Fort Blackmore, VA 24250
Phone: 276-995-2471 Fax: 276-995-2654

GATE CITY HIGH SCHOOL/GATE CITY MIDDLE SCHOOL

170 Harry Fry Drive Gate City, VA 24251
Phone: 276-386-6065 Fax: 276-386-2556

HILTON ELEMENTARY SCHOOL

303 Academy Road Hilton, VA 24258
Phone: 276-386-7430 Fax: 276-386-3192

NICKELSVILLE ELEMENTARY SCHOOL

P.O. BOX 136/11415 Nickelsville Hwy Nickelsville, VA 24271
Phone: 276-479-2676 Fax: 276-479-2121

RYE COVE HIGH SCHOOL

164 Eagle's Nest Lane Duffield, VA 24244
Phone: 276-940-2701 Fax: 276-940-2277

RYE COVE INTERMEDIATE SCHOOL

158 Memorial School Lane Duffield, VA 24244
Phone: 276-940-2322 Fax: 276-940-4161

SHOEMAKER ELEMENTARY SCHOOL

218 Shoemaker Drive Gate City, VA 24251
Phone: 276-386-7002 Fax: 276-386-7932

TWIN SPRINGS HIGH SCHOOL

273 Titan Lane Nickelsville, VA 24271
Phone: 276-479-2185 Fax: 276-479-3103

WEBER CITY ELEMENTARY SCHOOL

322 Jennings Street Weber City, VA 24290
Phone: 276-386-7981 Fax: 276-386-9289

YUMA ELEMENTARY SCHOOL

130 Grover Cleveland Lane Gate City, VA 24251
Phone: 276-386-3109 Fax: 276-386-3274

School Nutrition Milk Guidelines: 2022-23

Schools must offer students a variety (at least two different options) of fluid milk. Schools may offer fat-free (unflavored or flavored) and low-fat (1%) milk (unflavored or flavored) as part of the reimbursable meal for children in grades K-12. If schools offer flavored milk, unflavored milk must also be available at each meal service. Preschool students must be offered only unflavored milk (unless they are served with K-12 students).

Fluid Milk:

- 8 fl. oz. (grades K-12)
- 6 fl. oz. (preschool, ages 3-5)

School Nutrition Juice Guidelines: 2022-23

Juice credits as the volume served, so **4 fl. oz. credits as ½ cup**. For grades K-12, no more than one-half of the fruit or vegetable offerings over the week may be in the form of juice. Preschoolers may be offered fruit and/or vegetable juice at one meal per day (including snack). Additionally, **all juice must be 100% full-strength juice; diluted or concentrated juice is not creditable.**