

**DICKENSON COUNTY PUBLIC SCHOOLS
INVITATION FOR BID SN2018-01
MILK AND DAIRY PRODUCTS
July 1, 2018 – June 30, 2019**

The purpose of this invitation is to solicit formal sealed bids from qualified dealers whereby contract may be established to furnish and deliver milk products to Dickenson County Public Schools.

Period of Contract: July 1, 2018 – June 30, 2019

If bids are mailed, send directly to Dickenson County Public Schools, Attn: Deborah Compton, PO Box 1127 Clintwood, Va. 24228 until the due date and hour shown below, at which time the bids will be publicly opened. Please mark envelope with “**SN2018-01 – DCPS Milk Products**”. If bids are hand delivered, deliver to **Dickenson County Public Schools, School Nutrition Department, Attn: Deborah Compton, 309 Volunteer Ave, Clintwood, Va. 24228.**

Sealed bids for furnishing the following described milk products will be received until **July10, 2018 at 10:00 a.m.**, at which time bids will be opened. The bid will be awarded following the next regular scheduled meeting of the School Board.

All inquiries should be directed to: Deborah Compton
School Nutrition Coordinator
PO Box 1127
Clintwood, Virginia 24228
(276) 926-6297

In compliance with the above invitation and subject to all conditions therein, the undersigned offers and agrees to furnish the items at the price set opposite each item applicable. I certify that I am authorized to sign this bid for the bidder.

_____	Company Name and Address
Date	_____
Signature in Ink	_____
(Print or Type Name)	_____
Title	_____
Telephone Number	_____

**DICKENSON COUNTY PUBLIC SCHOOLS
MILK PRICE SCHEDULE
2018-2019**

The milk products listed below must contain homogenized, pasteurized milk, fortified with vitamins A and D at levels specified by the Food and Drug Administration and consistent with State standards and the orange juice must contain 100% orange juice. Each product must meet all applicable federal, state, local standards and regulations. Prices are to include delivery to each school.

Usage	ITEM**	BID UNIT	UNIT PRICE*	EXTENDED PRICE
11132	Skim Milk, unflavored, containing 0% milk fat	½ pint carton	\$	\$
206190	Fat Free Milk, Chocolate flavored, containing 0% milk fat	½ pint carton	\$	\$
23544	Fat Free Milk, Strawberry flavored, containing 0% milk fat	½ pint carton	\$	\$
4100	Fat Free Milk, Vanilla flavored	½ pint carton	\$	\$
103423	1% Milk, unflavored	½ pint carton	\$	\$
	1% Milk, Chocolate	½ pint carton	\$	\$
	1% Milk, Strawberry	½ pint carton	\$	\$
425	Buttermilk	½ gallon	\$	\$
64650	Orange Juice, 100% juice	4 oz carton	\$	\$

*Extend to four decimal points (.0000)

**Packaging Gable Top Cartons Only

Bid prices must be based on the Commonwealth of Virginia State Milk Commissions Report for June 2018.

Signature

Company Name

Title

Date

DIRECTORY OF DICKENSON COUNTY PUBLIC SCHOOLS

SCHOOL NAME AND ADDRESS	CONTACT INFORMATION	NUMBER OF WEEKLY DELIVERIES
Ridgeview Middle/High School 310 Wolfpack Way Clintwood, Va. 24228	Linda Salyer, Cafeteria manager 276-835-1610 lsalyer@dcps.k12.va.us	2
Clintwood Elementary 150 Elementary Circle Clintwood, Va. 24228	Jayne Camp Cafeteria Manager (276) 926-6665 jcamp@dcps.k12.va.us	2
Sandlick Elementary 186 Anderson Lane Birchleaf, Virginia 24220	Michelle Fields, Cafeteria Manager (276) 865-5180 mfields@dcps.k12.va.us	2
Ervinton Elemenary 195 Ervinton Circle Nora, Virginia 24272	Angela Long, Cafeteria Manager (276) 835-8797 along@dcps.k12.va.us	2

BUY AMERICAN PROVISION

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). (210.21(d) is the Buy American Provision)

- The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 7 days in advance of delivery. The request must include the:

- (a) Alternative substitute (s) that are domestic and meet the required specifications:
 - (i) Price of the domestic food alternative substitute (s); and
 - (ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered
- (b) Reason for exception: limited/lack of availability or price (include price):
 - (i) Price of the domestic food product; and
 - (ii) Price of the non-domestic product that meets the required specification of the domestic product

Exceptions to the Buy American provision exist, they are to be used as a last resort. These exceptions, as originally outlined in the 2012 guidance, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

Documentation must be provided for these exceptions.

Buy American Certification

We require that suppliers comply with the Buy American provision in all program meals and:

- 1) certify that the products they are offering are domestic; **or**
- 2) request permission to provide an alternative item when domestic is not available or is priced substantially higher than the non-domestic item.

Requests for alternatives or exceptions should be made as a last resort. However, if you do not have a domestic item to provide for any line item specification on this bid, we will entertain a request for exception at the time of bid. Requests for exceptions during the bid period must be made in writing using this same form. All requests must be submitted at least (7) days prior to the scheduled delivery date.

Item as specified (include vendor number)	Reason for exception (check one: “Limited or lack of availability” or “Price”)		Alternative substitute item (include vendor number)	Price of specified item	Price of alternative item
	Limited or lack of availability	Price			

In all cases, the school food authority is the determining official that makes the decision to accept non-domestic items. Unless a specific exception has been granted, non-domestic items may not be shipped.

I/We certify that all food items on this bid have at least 100 percent U.S. content and were processed in the U.S., except for those listed above.

Vendor Certification

Authorized signature

Date

GENERAL TERMS AND CONDITIONS

VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the internet at www.eva.virginia.gov under "Manuals".

APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and 2 CFR and 7 CFR of the Federal Regulations (as applicable), and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION

By submitting a bid, the bidder certifies to the Board that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

- A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of A., B., and C. above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING

By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract, the contractor certifies that the contractor does not and shall not during the performance of this contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

By submitting a bid, the bidder certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns and transfers to the Board all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Board under said contract.

MANDATORY USE OF FORMS

Failure to submit a bid on the form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bid may be cause for rejection of the bid; however, the Board reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Board may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price or delivery. No modifications of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT

1. To Prime Contractor

A. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships and corporations).

B. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.

C. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

D. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

E. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Board shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within forty-five (45) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute.

2. To Subcontractors

A. A contractor awarded a contract under this solicitation is hereby obligated:

1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Board for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

B. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Board, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Board.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Board encourages contractors and subcontractors to accept electronic and credit card payments.

PRECEDENCE OF TERMS

The following General Terms and Conditions, VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORMS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in the solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF BIDDERS

The Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Board all such information and data for this purpose as may be requested. The Board reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Board further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the Board that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTIONS

The Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Board.

CHANGES TO THE CONTRACT

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

A. By mutual agreement between the parties in writing; or

B. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

C. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provision of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Board, after due oral or written notice, may procure them from other sources and hold the contractor responsible of any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Board may have.

WARRANTY

The bidder agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the bidder gives any customer for such

goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the School Board by any other clause of the solicitation. A copy of this warranty should be furnished with the bid. The bidder shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list and a copy of all warranties.

INSURANCE

Dickenson County Public Schools must be listed as a Certificate Holder when contracted work might result in injury or property damage. By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded and certifies it will immediately add Dickenson County Public Schools as a Certificate Holder as listed. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia and by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. **Workers Compensation** – Statutory requirements and benefits; must provide a Certificate of Insurance showing proof of coverage. Coverage is compulsory for employees of three or more employees, to include the employer. Contractors who fail to notify the Board of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. **Employers Liability** - \$100,000.

3. **Commercial General Liability** - \$1,000,000 per occurrence and \$2,000,000 in aggregate.

Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Dickenson County Public Schools must be named as an additional insured and so endorsed on contractor's policy. The contractor shall be totally responsible for damage to the premises including crane and truck operations on sidewalks, pavement and or grass.

4. **Automobile Liability** - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by Dickenson County Public Schools is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor or third party owner of such motor vehicle.)

In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service Limits

Accounting \$1,000,000 per occurrence, \$3,000,000 aggregate

Architecture \$2,000,000 per occurrence, \$6,000,000 aggregate

Asbestos Design, Inspection or Abatement Contractors \$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentist, Licensed Dental Hygienist, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations) \$2,150,000 per occurrence, \$4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031 per Code of Virginia § 8.01-581.15.)
Insurance/Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture \$1,000,000 per occurrence, \$1,000,000 aggregate
Legal \$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer \$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate

ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of the solicitation, the purchasing agency will publicly post such notice for a minimum of 10 days.

DRUG-FREE WORKPLACE

During the performance of this contract, the Contractor agrees to:

1. Provide a drug-free workplace for the contractor's employees
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
3. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace and
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

NONDISCRIMINATION OF CONTRACTORS

A bidder, or contractor shall not be discriminated against in the solicitation or award of the contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based

organization from which the individual receives or would receive the goods, services, or disbursements, the Board shall offer the individual, within a reasonable period of time after the date of this objection, access to equivalent goods, services, or disbursements from an alternative provider.

It is the policy of the Board to contribute to the establishment, preservation, and strengthening of small businesses owned by women and minorities and to encourage their participation in State procurement activities. The Board encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontractors, or other contractual opportunities.

CONTRACTOR'S EMPLOYEES

The contractor certifies that neither he nor his employees, having direct contact with students, has ever been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and that neither has been convicted of a crime of moral turpitude. Upon submitting a bid, the contractor must provide certification of this statement. The contractor shall not send any employee or agent who is a registered sex offender to any school building or school property. Monthly, the contractor shall check the registry to determine if the employee is registered.

AVAILABILITY OF FUNDS

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

BID PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders shall state offer prices in US dollars.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

JOINT AND COOPERATIVE PURCHASING

Code of Virginia §2.2-4304 authorizes public bodies to enter into joint and cooperative procurement arrangements with other public bodies to purchase goods or non-professional services. Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The Board acts only as the "Contracting Agent" for these public bodies. It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s). Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract with their laws, regulations and other policies. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body. The Dickenson County Public Schools **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the contractor.

SPECIAL TERMS AND CONDITIONS

AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited, whichever is sooner. Dickenson County Public Schools, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

AWARD OF CONTRACT

An award will be made to the lowest responsive and responsible bidder, however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Board. The Board reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

CANCELLATION OF CONTRACT

The Board reserves the right to cancel the contract without penalty when it is determined to be in the best interest of the school system (termination for the convenience of the Board). Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

RENEWAL OF CONTRACT

This contract may be renewed by the Board upon written agreement of both parties for Four (4) additional one year terms. If both parties cannot agree to any terms or conditions, the contract will be re-bid.

BID PRICES

All prices shall be firm for 30 days, after which prices for milk can escalate or de-escalate in accordance with changes in Class 1 raw milk prices based on monthly Federal Milk Order announcements for the geographical zone. Suppliers are also required to submit conversion calculations showing manner of arriving at amount of change. **Prices must be bid for the month of June 2018 with the escalation or de-escalation price already in effect for June 2018 included in the bid amount.**

COMMERCIAL REFERENCES

Bidder may be requested to submit (3) commercial references of similar contract size.

CONTRACT PERIOD

Contract period will begin July 1, 2018 and will run through June 30, 2019.

DELIVERY

Deliveries shall be made to each school subject to the approval of the School Nutrition Coordinator. Each bidder understands that deliveries will be discontinued during regular school vacation periods as shown by a school calendar, which will be provided, to the successful bidder. Milk is to be delivered in refrigerated trucks and placed in the refrigerated box provided by the individual school. At the time of each delivery, all milk is to be properly rotated by the contractor employee. Milk will be delivered according to the attached schedule when school is in operation. All milk will be fresh and have a shelf life of at least 14 (fourteen) days.

INVOICES

Invoices for items ordered, delivered and accepted shall be submitted by the vendor directly to the individual schools.

UNUSED MILK

All unused milk left in the boxes on Friday afternoon on the last day of the school week, (unless an absence of at least (4) days of school occurs), is to be on top of milk delivered on Monday. Unused milk is to be collected by the successful bidder. Before all vacation periods, credit for such milk is to be noted on a separate invoice.

PLACEMENT OF ORDERS

Orders are to be accepted only from the School Nutrition Manager at each site.

PROPRIETARY INFORMATION

If your proposal contains proprietary information, it must be clearly stated on a separate cover explaining which sections are proprietary and why.

REFUNDS AND EXCHANGES of PRODUCTS

The school system reserves the right to demand complete refund from the contractor on products deemed not to meet specifications for any reason.

RENEWAL OF CONTRACT

This contract may be renewed by the Board upon written agreement of both parties for four (4) additional one year terms. If both parties cannot agree to any terms or conditions, the contract will be re-bid.

SPECIAL EDUCATION OR PROMOTIONAL DISCOUNTS

The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Board during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

STATEMENTS

Statements should be rendered monthly to the Dickenson County Public Schools' Nutrition Department, PO Box 1127, Clintwood, Va. 24228 as soon as possible after the first of the month, and should not reflect charges to PTA, Boosters or any other school organization.

U.S. DEPARTMENT OF AGRICULTURE

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

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

- (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.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Date

Signature(s)

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," "suspended," "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 sections 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 Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction 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 Nonprocurement 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.

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name of Company

Address

City, State, Zip Code

Signature of Company Representative

Date

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature

Date

Required statement for all bid forms:

Bidder's Employees

The contractor certifies that neither he nor his employees, having direct contact with students, has ever been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and that neither has been convicted of a crime of moral turpitude.

Bidder's Signature

Date

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,” “suspended,” “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 sections 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 Debarment, 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant 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.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION/NON COLLUSION

A. By submission of this offer, the offeror certifies and in case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor,
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor,
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.

B. Each person signing this offer certifies that:

1. He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(3) above; or
2. He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify, and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agent have not taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Vendor's Authorized Representative

Title

Date