

**Barbour County Schools
Attn: Chris Derico
45 School Street
Philippi, WV 26416-**

Telephone: (304) 457-3030

**Barbour County Schools
NOTICE INVITING BIDS
BID #Milk FY26**

NOTICE IS HEREBY GIVEN that sealed bids for distribution of Milk and Dairy Products will be received at the Barbour County Board of Education Office, 45 School Street, Philippi, WV 26416, on or before June 2, 2025.

Please label your envelope:

<p>"Barbour County Schools Bid #Milk FY26 Milk and Dairy Products"</p>
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Quotations will be opened at the Barbour County Board of Education Office, 45 School Street, Philippi, WV on **June 2, 2025 at 9:00 AM** by the Barbour County Schools. Bids may be hand carried to the opening. The successful vendor will be notified in writing within fifteen (15) working days of the opening. Barbour County Schools reserves the right to reject any and all quotations received.

Item descriptions, bid units and estimated units required for the 2025-2026 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

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Contract Section I – Bid Overview

BID # Milk FY26

ITEMS: Milk and Dairy Products

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

CONTRACT PERIOD: Beginning: August 1, 2025
Ending approximately: July 31, 2026

EXTENSION OF CONTRACT: Any contract resulting from this solicitation may be extended for a period not to exceed 1 year, twice (total of two extensions which results in a three years total service), upon mutual agreement of both parties. Pricing shall be applied as in Section IV. Contract extension will be negotiated in April 2026.

PROPOSAL OPENING: June 2, 2025 at 9:00 AM

PROPOSAL DELIVERY: Hand deliver or mail to: Chris Derico
Child Nutrition Director
Barbour County Board of Education
45 School Street
Philippi, WV 26416

CONDITIONS: In compliance with Federal procurement regulations and in strict accord with Sections I through IV of this Contract, Barbour County Schools SHALL NOT honor the West Virginia State Code (§ 5a-3037a) permitting resident vendor percentage preference during this bid period.

CONTACT: If you have any questions concerning this bid, please contact:

Chris Derico
Child Nutrition Director
Barbour County Schools
Phone: (304) 457-3030

BID PROPOSAL

Date Issued: May 6, 2025

Date Submitted: _____

Submitted to: Barbour County Schools
Attn: Chris Derico
45 School Street
Philippi, WV 26416

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

Barbour County Schools
45 School Street
Philippi, WV 26416-

NO BID REPLY FORM

BID #Milk FY26 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 bonafide 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

SPECIAL CONDITIONS

1. This bid is for Milk and Dairy Products to be delivered to all Barbour County Schools for the 2025-2026 school year.
2. The contract period will begin 8/1/2025 and end 7/31/2026.
3. It is our intention that prices are lump sum bottom line and that all prices shall be firm for thirty (30) days after bid award. Thereafter, half pint prices may escalate or de-escalate in accord with changes in Class I raw milk prices based on monthly Federal Milk Order announcements for Zone 5. Prices shall be based upon the May USDA Milk Marketing Index (MMI).

GENERAL INSTRUCTIONS

1. **BID SUBMISSION:** Sealed bids will be received by **Barbour County Schools** at the time and place specified on the invitation 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. **Barbour County Schools** 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 "Barbour County Schools, Bid # Milk FY26, Milk and Dairy Products, Section I"** and shall include the company name. It shall include the signature of an officer of the company. If references are requested they are to be included with this section of the bid.
 - C. **Section IV:** "working papers," shall be enclosed in a separate, sealed envelope **marked "Barbour County Schools, Bid #Milk FY26, 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. You may wish to consider returning these document with your quotation.
 - E. **Bid Award – Bottom-line by Category:** All items must be bid. Failure to bid one item in a bottom line bid is considered failure to reply to the entire bid. Bidders should enter the unit price for each item in the column, "Unit Cost", multiply the unit price by the total number of estimated units, line by line, and enter the extension in the column, "Extended Cost". Total the "Extended Cost" column.

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.

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**
Barbour County Schools 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 arranged with the Child Nutrition Director.
- 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 food service 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/mini-sips 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 a variety of milk; It shall be the responsibility of the milk delivery personnel to check the coolers to determine the need of 1/2 pints of low-fat white milk, skim white milk, and non-fat flavored milk during each scheduled delivery.

12. **MILK COOLERS AND STRAWS**

The contractor shall provide milk coolers and maintenance on each provided 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 Child Nutrition Director.
- C. **Payments:** Payment shall be rendered within ninety (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 suppliers 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. Barbour County Schools 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 intent to cancel the contract if the problem is not resolved within the length of time specified in the letter of not less than three (3) days.
- 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 Barbour County Schools. In the event of a labor dispute, which continues for more than ten (10) working days, Barbour County Schools may cancel the contract, and the contractor will not be responsible for damages due to labor dispute. During the ten days, Barbour County Schools 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.

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.

18. TAXES

All applicable state and local taxes must be reflected in the item cost at time of bid. Failure to do so will result in a non-responsive bid.

19. PROMPT PAYMENT DISCOUNT

The County may be able to negotiate early payment, such as, within ten (10) days; therefore, the County will entertain proposals for a prompt payment discount. The Child Nutrition Director will contact the successful bidder regarding such terms. Bidders should enclose such terms with the completed bid package.

CONTRACT SECTION III - PRODUCT REQUIREMENTS

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. **BUY AMERICAN**

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 practicable, 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 210.21(d).

3. **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 weigh (cwt) and the price of butterfat per pound, then adding the results. For example, 2% milk shall be calculated as follows:

98 lbs skim milk x price of skim milk (from current MMI) = _____

2 lbs. of butterfat X price of butterfat (from current MMI) = _____

The sum of these calculations indicates the current cost of 2% 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 August 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

1. **Deliveries for Barbour County Schools shall be twice a week with milk placed in the coolers and/or refrigerators by the vendor.**
2. **Successful bidder may schedule with the Food Service Director deliveries less than twice a week, providing ample cooler space is available.**
3. **Keys can be provided to the vendor.**
4. **Within the Healthy, Hunger Free-Kids Act of 2010, flavored milk may only be served if it is fat-free. Barbour County Schools is interested in providing a variety of flavored milk. If additional flavors are available, prices may be provided, but will not be considered in the bottom line bid.**

**WEST VIRGINIA DEPARTMENT OF EDUCATION
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 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 NEXT PAGE)

- (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.

Name of Firm (Vendor)

PR/Award Number or Project Name

Name and Title of Authorized Representative

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 _____ S.S.

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: _____

C/fsmc/003

CONTRACT SECTION IV
PRODUCT DESCRIPTIONS AND ESTIMATED QUANTITIES

ITEM NO.	DESCRIPTIONS	BID UNIT	EST. # UNITS	UNIT COST	EXTENDED COST
001	Milk, White - 1% paper	1/2 pt	17,000		
002	Milk, White - skim, paper	1/2 pt	1,000		
003	Milk, Chocolate - non-fat, paper	1/2 pt	66,000		
004	Milk, Strawberry - non-fat, paper	1/2 pt	5,000		
005					
006					
007					
008					
009					
010					
011					
012					
013					
014	100% Juice, Fruit - paper crtn	4oz	350		
015					
016	100% Juice, Apple - paper crtn	4oz	5,000		
025					
026	100% Juice, Orange - paper crtn	4oz	3,500		
027					
028					
029	Milk, White - 1%	1 gal	3500		
030	Milk, Skim	1 gal	500		
031	Milk, Chocolate 1%	1 gal	2800		
035	Milk, White, 1%	1/2 gal	500		
036					
040					
050					
100					
102					
103					
104					
105					
110					
111					
114					
120					
				Total	
END SECTION					

ATTACHMENT A

County Map & School Directions

ATTACHMENT B

School Calendar