

Williamsburg County School District	Invitation for Bid	Solicitation Number: Date Issued: Procurement: Food Service Director: Phone: E-Mail Address:	WCSD202021-12 June 15, 2021 Nicole Dixon Nicole G. Giles 843-355-5571 Ext 6201 ngiles@wscd.k12.sc.us
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DESCRIPTION: **Contract to purchase milk products.**

The Term "Offer" Means Your "Bid" or "Proposal". All offers must be submitted in a sealed package. BIDS must be submitted in sealed envelopes with the bid number clearly marked "**Bid No. WCSD202021-12**" on the outside of the envelope for easy identification by the Procurement Officer.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:	
MAILING ADDRESS: Nicole G. Giles Williamsburg County School District 500 N. Academy Street, Building A Kingstree, SC 29556	PHYSICAL ADDRESS: Nicole G. Giles Williamsburg County School District 500 N. Academy Street, Building A Kingstree, SC 29556

TYPE OF CONTRACT: **BOTTOM LINE REIMBURSABLE COST PLUS FIXED FEE FOR SERVICES**

BIDS MUST BE RECEIVED NO LATER THAN 11:00 am on June 30, 2021

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original & One (1) copy**

CONTRACT PERIOD: **EFFECTIVE AUGUST 1, 2021 – JULY 31, 2023**

CONFERENCE TYPE: Not Applicable DATE & TIME:	LOCATION: District Food Service Office
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AWARD & AMENDMENTS	Intent to award will be posted no later than July 6, 2021. The award, this solicitation and any amendments may be posted at the following web address: https://vrapp.vendorregistry.com/Bids/Manager/BidsList?MenuItem=Solicitations
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You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.
(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.	
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	TAXPAYER IDENTIFICATION NO. <small>(See "Taxpayer Identification Number" provision)</small>	
TITLE <small>(business title of person signing above)</small>		
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <small>(See "Signing Your Offer" provision.)</small>		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address (check only one)	___ Order Address same as Home Office Address ___ Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	___ Calendar Days (%)
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End of Page Two

IMPORTANT

Discussions/Negotiations:

By submission of a bid, vendor agrees that during the period following issuance of a bid and prior to notification of intent and/or award of contract, vendor will not discuss this procurement with any party except the Director of School Food Services for **Williamsburg County School District**, or other parties designated in this solicitation. Vendor will not discuss or attempt to negotiate with the using schools in the school district any aspects of the procurement without prior approval of the Director of School Food Services, **Williamsburg County School District**.

INSTRUCTIONS TO BIDDERS

Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. **Williamsburg County School District** reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against **Williamsburg County School District** or its agents for its determination in this regard.

Submission of a Bid:

Bids shall be submitted in compliance with the following criteria:

- A. Bids must be submitted signed, sealed and in duplication to the location specified on the Invitation to Bid. The bid number, time and date of bid opening and the word "**MILK BID**" shall be noted on the face of the envelope.
- B. Fax bids will not be accepted.
- C. Corrections of Errors on This Bid Form: All prices and notations must be written in ink or typewritten. Errors should be crossed out corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
- D. Only bids submitted on bid forms furnished with this solicitation will be considered.
- E. The "Bidding Schedule" form (page 10) and Milk Bid Schedule Form (pages 8-9) must be completed and signed.
- F. Nutritional analysis sheets for all fluid milks listed must be included in the bid.

By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.

GENERAL TERMS AND CONDITIONS

Williamsburg County School District reserves the right to reject any and all bids and to cancel the solicitation.

Scope: The purpose of this Bid Invitation is to establish a source for the purchase of milk products for the USDA School Breakfast, School Lunch and the Summer Feeding Programs located in **Williamsburg County School District**.

Type of Contract: A bottom line reimbursable cost plus a fixed fee contract will be awarded to the successful bidder by **Williamsburg County School District** for the period August 1, 2021 – JULY 31, 2023, and in accordance with the Provisions

and Conditions of this Solicitation.

Bidding Schedule/Evaluation/Award: The attached Bidding Schedule (page 11) and Milk Bid Schedules (pages 9-10) must be used when responding to this bid. Complete Bidding Schedule and Milk Bid Schedule as required and submitted. Bids must be submitted for all items where estimated quantities have been listed and bid as a complete lot. The bid cost for all items will remain firm until September 1, 2021. After September 1, 2021, costs may be adjusted monthly as specified in the Price Escalation/De-escalation Provision stated below. Award will be made by complete lot to the lowest bidder with the lowest bidder with the lowest bottom line for all items where estimated quantities are listed in Lot A and Lot B and has met the requirements as set forth in the bid document. Failure to bid on all items containing estimated quantities within a lot may be reason for rejection.

In order to establish a price for the purpose of this bid, raw milk prices for the month of **March** will be used.

Price Escalation/De-escalation: All prices shall be firm until September 1st of the contract period, after which prices for products can escalate or de-escalate upon the approval of the Director of Food Services. Petitions for price escalation or de-escalation can be submitted only on the basis of increases or decreases in costs of product raw material supported by documentation from the authorized cooperative producer and approved by the United States Department of Agriculture. Petitions may not be submitted for packaging or transportation cost increases. Any request for a price change must be submitted to the Director of Food Services by the 25th day of the previous month to take effect the first day of the following month.

Term/Option to Extend: The term of this contract will be for the period specified herein. **Williamsburg County School District** reserves the right to extend the contract for a period not to exceed four (4) additional one-year periods upon the mutual agreement of both parties.

Termination: Subject to the provisions below, the contract may be terminated for any reason by the school district providing a thirty (30) day advance notice in writing is given to the Contractor.

- A. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the school district without the required thirty (30) days advanced written notice, then the school district may negotiate reasonable termination costs, if applicable.
- B. **Termination for Cause:** Termination by the school district for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

Default: In case of default by the contractor, the school district has the right to purchase any or all items in default in the open market, charging the contractor with any additional cost. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

Force Majeure: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and usually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the successful bidder agrees to subject him/herself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Hold Harmless: Contractor shall hold the District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the Contractor, his agents or employees in the performance of the contract.

Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the School District Procurement Officer or his/her designee.

Insurance Requirements: The contractor shall provide and maintain during the entire period of performance under this contract, the following minimum insurance:

- A. **Workman's Compensation:** Coverage of all individuals engaged in any work under this contract, and meeting the requirements of S.C. Law regarding workman's compensation insurance.
- B. **Comprehensive General Liability:** Limits of coverage shall not be less than \$300,000 per occurrence for bodily injury and \$100,000 property damage per accident.
- C. **Comprehensive Automobile Liability:** Limits of coverage shall not be less than \$100,000 per person and \$300,000 per accident for bodily injury and \$100,000 property damage.
- D. **Product Liability:** Limits of coverage shall be in an amount no less than one million dollars.

Competition: This solicitation is intended to promote competition. If the language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested vendor to notify the school district in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

Prohibition Against Conflicts of Interests, Gratuities and Kickbacks: "Any employee or any official of the school district, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school district shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws."

Non-Collusive Clause: By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same items, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

Civil Rights Provisions: Contractor providing services under this Invitation to Bid must comply with the provisions of the Civil Rights Act of 1964, as amended.

Contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.

Federal EPA Requirements: Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

Retention of Records: Contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The district, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

Drug Free Workplace Act: Contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.

Bidders Qualification: Bidders must, upon request of the school district, furnish satisfactory evidence of their ability to furnish products in accordance with the terms and conditions of these specifications. The school district reserves the right to make the final determination as to the bidder's ability to provide the products requested herein. **All delivery persons must have a valid background check.**

Bidders Responsibility: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint him/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this bid or to the contract.

Volume: The total quantity shown herein are estimated requirements for the contract period and the school district does not obligate itself to purchase the full quantities indicated but the price offered must be allowed should the quantities be less. The school district requirements may exceed the quantities shown and all orders received by the Contractor during the term of the contract shall be filled in accordance with the terms and conditions hereinafter set forth.

The quantities stated herein are based on actual historical data derived from prior purchases for the school district during the preceding twelve (12) month period. Since the School District is providing estimated quantities only, the Food Service Director and the Contractor should work closely together to provide as much accuracy as possible in adjusting quantities so that the Contractor should not be left with an extreme overage or underage of products.

Delivery Time: A written schedule for ordering and delivery for each of the schools will be established and mutually agreed upon by the district and the successful bidder within five (5) working days after the date of award.

Delivery Conditions: Deliveries shall be made to each of the schools in the district on a regularly scheduled basis every week, Monday through Fridays, except school holidays and closing days (due to inclement weather). All schedules for deliveries will remain constant throughout the duration of the contract. Any changes to the schedule must be mutually agreed upon by the successful bidder and the District.

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 to be mutually agreed upon by the school district and the successful contractor.

Drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each items and condition of merchandise. Each delivery ticket shall be signed by a designated school receiver. Variations from the norm, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The contractor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage.

Special or intermediate deliveries shall be required only if a contractor fails to deliver a product on a regularly scheduled delivery.

Delivery Requirements:

All milk products are to be kept at the proper temperature during and after delivery. Refrigerated trucks must be maintained and operating properly at all times. Deliveries are to be placed in the school milk cooler by the delivery person immediately.

The successful bidder must have and maintain a superior rating from state and local health agencies at all locations. All milk and dairy products are to be delivered in sturdy clean plastic baskets free from dirt and sand. Empty plastic baskets or "milk crates" shall be picked up daily from each school for daily deliveries or every three days for three day deliveries.

Milk deliveries following long holiday periods require special delivery considerations. Milk may be stored in the refrigeration equipment of the schools during certain holiday periods or extended weekends. Milk must be available prior

to serving time after a holiday or extended weekend.

Contractor may be required to reimburse school district for failure to deliver milk to designated site(s) on scheduled day(s) due to gross negligence of driver or company and not due to conditions determined beyond the control of the driver/company such as but not limited to the breakdown of the delivery vehicle or as defined under force majeure. Reimbursement shall be limited to the number of actual free, reduced and paid students participating at the site(s) and shall be tied to the USDA reimbursement rates for free, reduced and paid meals for the school year in which the violation occurred.

Substitutes: Deliveries shall be made as ordered. Unauthorized substitutions and deviations from stated orders are prohibited.

Buy American Provision: Section 104(d) of the William F. Goodling Child Authorization Act of 1998 requires school participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase to the maximum extent possible, domestic commodities or products used in meals served in the NSLP and SBP. "Domestic commodity or product" is defined as one that is produced in the United States and over 51 percent of the final processed product consists of agricultural commodities that are grown domestically.

Product Specifications: The company must appear on the Interstate Milk Shippers (IMS) List. A copy of the last DHEC lab analysis must accompany the bid. Only fresh, fluid Grade A cow's milk is to be used. No reconstituted or recombined products will be accepted. Copies of nutritional analysis sheets for all bid items must be included.

Right to Protest: Bidders right to protest shall comply with the school district's procurement policy on protest procedures (if applicable).

Site Visits: The school district reserves the right to make site visits to successful contractor's operation facilities prior to and after award. Site visit may include:

- A. Walk through of warehouse and storage facilities.
- B. Inspection and review of delivery fleet capabilities.

Required Bid Items:

- Whole Milk 3.25% butterfat US Grade A fresh, approved, pasteurized, homogenized, Vitamin A and D enriched.
- Milk, 2% butterfat, minimum milk solids not fat 9%, US Grade A fresh, approved, pasteurized, homogenized, Vitamin A and D enriched.
- Chocolate Milk, ½% butterfat, minimum milk solids not fat 9%, US Grade A fresh, approved, pasteurized, homogenized, Vitamin A & D enriched.
- Strawberry Milk, 1: butterfat, minimum milk solids not fat 9%, US Grade A fresh, approved pasteurized, homogenized, Vitamin A & D enriched.
- Assorted flavors that may be available from dairy, 1/2% butterfat, minimum milk solids not fat 9%, US Grade A fresh, approved, pasteurized, homogenized, Vitamin A & D enriched.
- Milk to be packaged in standard ½ pint containers or ½ pint plastic bottles.
- Samples may be required of bidding companies.

**LOT A MILK BID SCHEDULE
DAILY DELIVERY (8 OZ. CONTAINERS)**

District: _____

Item Description	Unit Price	+	Fixed Fee	=	Total Price	x	Estimated Quantity	=	Total Cost
CARTONS									
Whole Milk									
2% White									
1% White									
1% Chocolate									
1% Strawberry									
1% Vanilla									
Skim White									
Skim Chocolate									
Skim Butterfat									
PLASTIC									
Whole Milk									
2% White									
1% White									
1% Chocolate									
1% Strawberry									
1% Vanilla									
Skim White									
Skim Chocolate									
Skim Butterfat									
TOTAL BID FOR LOT A									

**LOT B MILK BID SCHEDULE
3-DAY/WEEK DELIVERY (8 OZ. CONTAINERS)**

District: _____

Item Description	Unit Price	+	Fixed Fee	=	Total Price	x	Estimated Quantity	=	Total Cost
CARTONS									
Whole Milk									
2% White									
1% White							981		
1% Chocolate							981		
1% Strawberry							981		
1% Vanilla									
Skim White									
Skim Chocolate									
Skim Butterfat									
PLASTIC									
Whole Milk							N/A		
2% White							N/A		
1% White							N/A		
1% Chocolate							N/A		
1% Strawberry							N/A		
1% Vanilla							N/A		
Skim White							N/A		
Skim Chocolate							N/A		
Skim Butterfat							N/A		
TOTAL BID FOR LOT B									

**Williamsburg County School District
BIDDING SCHEDULE**

LOT A: Daily Deliveries of Milk _____

LOT B: 3-Day/Week Delivery of Milk _____

Amendments Numbered _____ thru _____ were received prior to my signing this bid.

Quantities based upon usage during the 2019-2020 school year, and are for bid evaluation only. Estimates are not a guarantee of the maximum or minimum amount to be purchased daily or otherwise.

I certify by my signature below that the costs quoted in this bid are correct and that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation.

_____ Signature (Authorized Company Official)	_____ Title
_____ Print or Type Name	_____ Title

NOTE: Please fill this sheet out in INK. If corrections are needed, cross out and initial. DO NOT ERASE.

Williamsburg County School District
OFFICE OF SCHOOL FOOD SERVICES AND NUTRITION
SCHOOL PROFILE
AVERAGE DAILY PARTICIPATION
&
DELIVERY LOCATIONS

W. M. Anderson Primary School (*ADP =413)

Trudy Mouzon, Manager (843) 355-5493
500 Lexington Avenue
Kingstree, SC 29556

C. E. Murray High School (*ADP=420)

Henrietta Simmons, Manager (843) 426-2121
222 C. E. Murray Boulevard
Greeleyville, SC 29056

Kingstree Sr. High East (*ADP=501)

Patricia Mc Clary, Manager (843) 355-6525
615 Martin Luther King Avenue
Kingstree, SC 29556

Kingstree Middle Magnet School (*ADP=339)

Gloria Chandler, Manager (843) 355-1506
710 Third Avenue
Kingstree, SC 29556

Greeleyville Elem. School (*ADP=311)

Jennifer Grant, Manager (843) 426-2116
7 Varner Avenue
Greeleyville, SC 29056

Hemingway Elem. School (*ADP=311)

JoAnn Cooper, Manager (843)558-4444
160 Baxley Road
Hemingway, SC 29554

Hemingway High School (*ADP =417)

Donya Sabb, Manager (843) 558-9413
402 South Main Street
Hemingway, SC 29554

Kingstree Sr. High West (*ADP=235)

Jennifer Grant, Manager (843) 355-6823
615 Martin Luther King Avenue
Kingstree, SC 29556

Kenneth Gardner Elementary (*ADP=353)

Dorothy Bull, Manager (843) 355-7233
1503 Woodland Drive
Kingstree, SC 29556