

**THE SCHOOL DISTRICT OF NEWBERRY COUNTY
OFFICE OF SCHOOL FOOD SERVICES**

INVITATION FOR BID

Solicitation Issue Date: February 27, 2013
Solicitation Number: B00000001314

Hand Deliver Bids

Only To: Phillips Market Center
State Farmers Market
3501 Charleston Highway
West Columbia, South Carolina

**BIDS MUST BE SUBMITTED IN A SEALED PACKAGE.
SOLICITATION NUMBER & OPENING DATE MUST
APPEAR ON EXTERIOR PACKAGE.**

Submit Offer By (Opening Date/Time): **Monday, April 29, 2013
10:00 am EST.**

Bid Opening: Phillips Market Center
State Farmers Market
3501 Charleston Highway
West Columbia, South Carolina

Contract Period: August 1, 2013 – July 31, 2014

Description: Contract to purchase perishable and non-perishable food items

Type of Contract: Bottom line Reimbursable Cost with Escalator/De-Escalation Clause Plus Fixed Fee for Services

BIDS SUBMITTED VIA FACSIMILE MACHINE WILL NOT BE ACCEPTED.

IMPORTANT

Discussions/Negotiations:

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

Solicitation Outline

	Description	Page
I.	Scope of Solicitation	3
II.	Instructions to Offerors	
	A. General Instructions	3-5
	B. Special Instructions	6
III.	Scope of Work/Specifications	7-19
IV.	Information for Offerors to Submit	19-20
V.	Qualifications	20
VI.	Award Criteria	20
VII.	Term and Conditions	
	A. General	21
	B. Special	21
VIII.	Bid Schedule	24
IX.	Attachments to Solicitation	25-26

I. SCOPE OF SOLICITATION

Acquire Supplies: The purpose of this solicitation is to establish a source or sources of supply for the purchase of perishable and non-perishable food and supplies for the USDA School Breakfast, School Lunch, Afternoon Snack, and the Summer Feeding Programs.

Maximum Contract Period – Estimated: August 1, 2013 through July 31, 2018. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice to award. See clause entitled “Term of Contract- Effective Date/Initial Contract Period”.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS: Except as otherwise provide herein, the following definitions are applicable to all parts of the solicitation:

1. **Amendment** – means a document is used to supplement the original solicitation document.
2. **Contract** – See clause entitled “Contract Document and Order of Precedence.”
3. **Contractor** – means the offeror receiving an award as a result of this solicitation.
4. **Offer**- means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
5. **Offeror** – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.”
6. **SA** – means “State Agency” which is the South Carolina Department of Education, Office of Health and Nutrition.
7. **SFA**- means “school food authority” which is either the school district, charter school, private/parochial school participating in the Child Nutrition Programs.
8. **Solicitation** – means this document, including all parts, attachments, and any amendments.
9. **USDA** – is the United States Department of Agriculture.
10. **Work** – means all labor, materials, equipment and services provided or to be provided by the contractor to fulfill the contractor’s obligations under the contract.
11. **You and Your** – means offeror.

Amendments to Solicitation: (a) The solicitation may be amended at any time prior to opening. (b). Offerors shall acknowledge receipt of any amendment to this solicitation by including number of all amendment(s) received on “Bidding Schedule”. (c). If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Bid Proposal as Offered to Contract: By submitting your bid or proposal, you are offering to enter into a contract with the SFA. Without further action by either party, a binding contract shall result upon final award. An award will be issued to, and the contract will be formed with, the entity identified as the offeror herein. An offer may be made by only one legal entity; “joint bids” are not allowed.

Bid in English and Dollars: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

Certificate of Independent Price Determination: Giving false, misleading, or incomplete information on this certification may render you subject to prosecution under Section 16-9-10 of the South Carolina Code of Laws and other applicable laws.

(a) By submitting an offer, the offeror certifies that –

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i.) Those prices;
 - (ii.) The intention to submit an offer; or
 - (iii.) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been or will not knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made and will not be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on their offer is considered to be a certification by the signatory that the signatory –

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c). If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

Certification Regarding Debarment: By submitting an offer, offeror certifies, to the best of its knowledge and belief, that the offer and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or department.

Completion of Forms/Correction of Errors: All prices and notations should be printed in ink of typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation itself (including bid schedule).

Drug Free Workplace Act: The 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).

Duty to Inquire: Offeror, by submitting an offer, represents that it has read and understands the solicitation and that its offer is made in compliance with the solicitation. Offerors are expected to examine the solicitation thoroughly and should request an explanation of the ambiguities, discrepancies, errors, omissions, or conflicting statements in the solicitation. Failure to do so will be at the offeror's risk. Offeror assumes responsibility for any patent ambiguity in the solicitation that offeror does not bring to the SFA's attention.

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 or 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.

Public Opening: Offers will be publically opened at the date/time and at the location identified on the cover page, or last amendment, whichever is applicable.

Rejection/Cancellation: The SFA may cancel this solicitation in whole or in part. The SFA may reject any and all bids in whole or in part.

Submitting Confidential Information: Confidential 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. The School District of Newberry County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against The School District of Newberry County for its determination in this regard.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

Conference – Pre-Proposal – Mandatory: See “Conference Pre-Bid/Proposal” clause. Your failure to attend the conference shall result in rejection of your offer. Attendance will be evidenced by your representative’s signature on the attendance roster.

Conference – Pre-Proposal: A **MANDATORY** pre-bid conference for all potential bidders will be held on Wednesday, March 6, 2013 at 10:00 am at the Phillips Market Center in the State Farmers Market located at 3501 Charleston Highway in West Columbia, South Carolina. Due to the importance of all bidders having a clear understanding of the specifications and requirements for this contract, **ATTENDANCE AT THIS MEETING WILL BE A PREREQUISITE FOR BIDDING ON THIS CONTRACT.** Therefore, bids will be considered only from those bidders who are represented at this bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. The conference shall be taped recorded and a copy retained for future review.

It will be helpful if you bring a copy of the invitation to bid with you. Any changes that may be required as the result of this conference will be noted by written amendment.

Descriptive Literature – Labeling: Include offeror’s name on the cover of any specifications or descriptive literature submitted with your offer.

Discussion with Bidders: After opening, the Procurement Officer or other designated official may, in his sole discretion initiate discussions with you to discuss the bid. Discussions are possibly only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation’s requirements. Any discussions will be documented in writing and shall be included with the bid.

Right To Protest: Bidders right to protest shall comply with the SFA’s procurement policy on protest procedures.

III. SCOPE OF WORK/SPECIFICATIONS

Objective: The purpose of this solicitation is to establish a source or sources for the purchase of perishable and non-perishable food for the USDA School Breakfast, School Lunch, After-School Snack and the Summer Feeding Programs located in The School District of Newberry County.

Type of Contract: A bottom line reimbursable cost with an escalation de/escalation clause plus a fixed fee for services contract will be awarded to the successful bidder by The School District of Newberry County for the period August 1, 2013 until July 31, 2014 and in accordance with the Provisions and Conditions of this Solicitation.

Protection of Person and Property: The contractor shall take every precaution necessary to assure the protection of both persons and property while performing under this contract. The contractor shall be responsible for the repair of any damage caused to SFA property, utilities, etc. as a result of work performed under this contract, at no cost to the SFA.

Contractor Responsibilities:

1. All forms of tobacco products, alcohol, and drugs shall not be allowed on SFA's premises.
2. Guns, knives, or other dangerous weapons shall not be allowed on SFA's premises.
3. Contractor shall obtain a full criminal background check for contractor's employees and other persons carrying out the contract on the contractor's behalf. The contractor shall not permit employment of any person with a criminal record without written permission of the SFA. Upon request of the SFA, the contractor shall provide proof that such background checks were executed and the restrictions on employment mandated by the SFA were followed. Contractor shall be responsible for cost associated with background checks.
4. Contractor shall not permit employment of any person with felony drug convictions or with convictions on associated or directed weapons charges.
5. The successful contractor, his employees, and all subcontractors should possess and display proper identification while on SFA property.

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

The 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 race, color, national origin, sex, age, or disability.

The School District of Newberry County

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free at (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339; of 800-845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Federal EPA Requirements: The 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: The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The SFA, 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.

Buyer-Contractor Relationship: Under arrangements of this contract, it is the contractor's responsibility to represent the interest of the SFA and interface with packers on problems relating to product pack and quality, make purchases of specified items at the lowest prices, including freight, and to promote the introduction of new items, either by packer or distributor representatives.

Definition of Cost Prices:

1. Cost prices shall be based on "delivered to contractor's warehouse."
2. USDA Rebates shall **NOT** be included in bid prices.
3. Cost shall be based upon the "latest invoice" or manufacturer's confirmation prior to the bid opening or cost update to the SFA. Latest invoices shall be dated no more than one (1) month prior to the bid opening.
4. Cash discounts, label allowances, group allowances, promotion allowances, "billbacks", or other must accrue to the benefit of the school district.
5. **Inner Company Billing and Group Buying Billing:** All items purchased in this manner will be identified in the "bidding sheets" of the bid. All price increases must be supported with a market bulletin(s) from an independent source.
6. **Distributor Manufactured Items:** All items that will be purchased in this manner shall be identified in the "bidding sheets" of the bid. Cost of the product

charged must be based on an independent market bulletin. The bidder shall attach the market bulletin that served as the basis for the cost and the calculation for this bid and future cost updates. The cost of distribution, financing, and profit, production losses, waste, analyses cost, labor, overhead, and transportation expense shall be included in the fee.

7. **Manufacturer's Confirmation:** Should a manufacturer's confirmation be used in lieu of an invoice, and the confirmation identifies time and/or quantities, the cost may not be changed until the specified time has expired and/or specified quantities have been purchased by the SFAs. All confirmations used must include the authorized manufacturer signature on manufacturer's company letterhead. In addition, the confirmation must reference the pricing as specifically for the **South Carolina School Food Services Purchasing Alliance**. Failure to provide confirmations on this manner at an up-front, pre-award audit shall be cause for disqualification.
8. **Decimal:** Any mathematical calculation that involves decimals shall be carried only two (2) places in the final extension.

Rebates Bonuses, and other Financial Benefits: All rebates, bonuses, discounts or other financial benefits derived from the procurement process must accrue to the SFA's nonprofit school food service account as defined in 7CFR 210.21(f). Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allowable to the allowable portion of the costs billed to the SFA.

Guarantee: All frozen food must be delivered in a completely hard frozen state. Items showing thaw or deterioration in any form at time of delivery as determined by the School District will not be accepted. Any item delivered in an unacceptable condition as determined by the School District will not be accepted. In the event of non-acceptance, the Default provisions hereof shall apply.

Costing Methods: All food and non-food items listed in the bidding schedule with the exception of fresh produce, fresh eggs, and the eight (8) items listed below shall remain firm until January 31, 2014. Prices shall remain firm during each six (6) month period with the exception of fresh produce, fresh eggs, and the eight (8) items listed. Contractor may request increases or decreases in prices based on changes in market conditions and proper manufacturer documentation. Request for price increases/decreases must be submitted to the food service director thirty (30) days prior to taking effect. Price increases/decreases may be requested every six (6) months and must be submitted in writing thirty (30) days prior to August 1 and February 1 of each contract period. Prices must remain firm during each six (6) month period with the exception of fresh produce, fresh eggs, and the nineteen (19) items listed.

From the date of award, price cost changes for fresh produce, fresh eggs and the nineteen (19) items listed below will be updated weekly through the end of the contract period. Contractor must submit a

The School District of Newberry County

weekly price update sheet to the Director of Food Service for the SFA no later than the Friday prior to the weekly prices taking effect. Fixed fees shall remain firm for the duration of the contract.

The School District may reject any unreasonable price increase requests.

The cost of the eight (8) items listed below shall remain firm from the date of award until October 31, 2013. After October 31, 2013, costs may be adjusted for these items on a monthly basis and based on actual manufacturers documented invoice cost to the distributor. Price changes for these items shall be effective on a specific constant day of the month. Changes shall be submitted to the Food Service Director immediately on a revised order form, after the constant date of price change, to arrive within five (5) days prior to taking effect. Fixed fees for all items shall remain firm for the duration of the contract.

Products Requiring Monthly Price Updates

Item #	Description
9	Beef, Ground
5	Beef Patties- Raw, All Beef
4	Beef Patties- Raw W/VPP
36	Chicken, Eight-Cut
35	Chicken Thighs
412	Sugar, Confectioners, 10X
413	Sugar, Granulated, Pure Cane
414	Sugar, Light Brown

Products Requiring Weekly Updates

93	Cheese, Cheddar
95	Cheese, Mozzarella, Shredded
94	Cheese, Mozzarella, String
98	Cheese, Processed Sliced
100	Margarine Reddies
101	Margarine Solids
410	Shortening, Liquid
409	Shortening, Solid
369	Flour, Plain
370	Flour, Whole Wheat
378	Macaroni, Elbow
379	Macaroni, Elbow, Multi-Grain
383	Mix, Cornmeal Muffin, Yellow
387	Noodles, Egg
388	Noodles, Lasagna
389	Noodles, Spaghetti
390	Noodles, Spaghetti Whole Wheat
391	Noodles, Spaghetti, 51% Whole Wheat

The School District of Newberry County

392	Noodles, Spaghetti Multigrain
402	Rice
403	Rice, Brown
404	Rice, Pilaf, Original

In order to establish a price for the purpose of this bid, prices for fresh produce, fresh eggs and the nineteen (19) products listed below under “Products Requiring Weekly Updates” purchased during the week of April 15 –April 19, 2013 will be used.

Bidding Schedule/Evaluation/Award: The attached Bidding Schedule must be used when responding to this bid. Complete Bidding Schedule as required and submitted. Bids must be submitted for all items and bid as a complete lot. When a group of items are identified as a lot, all items within that lot must be bid. The bid cost for all items with the exception of the eight (8) items, fresh produce, fresh eggs and the nineteen (19) “Products Requiring Weekly Updates” will remain firm from the date of award until January 31, 2014. After January 31, 2014, costs may be adjusted on February 1 and August 1 for **ALL** items with the exception of the eight (8) items, fresh produce, fresh eggs and the nineteen (19) “Products Requiring Weekly Updates”. Failure to bid on all items within a lot may be reason for rejection. Award will be made by complete lot to the lowest bidder with the lowest bottom line for **ALL** items in Lot A and Lot B and has met the requirements as set forth in the bid document. A bidder may request in writing, if awarded only Lot B, having the option to rescind their bid for Lot B.

Grounds for Bid Rejection:

1. The foregoing does not limit the absolute right of the School District to reject any and all bids and to cancel the solicitation as provided hereinafter.

Audits:

Up-Front Audit: Before contract award, the school district will conduct an up-front audit of cost. Adjustments will be made in bottom line based on the results of the up-front audit. An original manufacturer’s signed confirmation will be acceptable documentation for bid pricing received, but not yet purchased. Such confirmations must include the authorized manufacturer signature on manufacturer’s company letterhead. In addition, the confirmation must reference the pricing as specifically for the **South Carolina School Food Services Purchasing Allianc, Inc..**

Post Award Audit:

- A. All items included in the “bidding sheets” are subject to an audit after the contract has been awarded. The Contractor shall be given notice of the intent to conduct an audit at least one month in advance. A list of items and dates of price change shall be given ten (10) days in advance.
- B. Audits may be made of a contractor’s cost records as follows:

1. Prior to award of contract on items supported by third party invoice or bid confirmation,
2. Monthly,
3. At any time weekly price reviews indicate that a problem might exist.

C. The contractor shall provide acceptable documentation as follows:

1. Manufacturer's invoices,
2. Freight bills,
3. Perpetual inventory records,
4. Market bulletins - used for distributor manufactured items when price changes occur.

Additional Items: The ordering of additional items not on the Product List will be purchased by the SFA at cost plus a fixed fee for any item (except catch weight).

When the SFA orders any Additional Item(s) not on the Product List with the exception of stock items, the SFA will be required to purchase the entire quantity of the item(s) from the contractor. The SFA will notify the contractor at least four (4) weeks in advance for those items listed as "Additional Items". In addition, the cost charged by the contractor must be determined by the SFA that it is a competitive and fair price charged for the product and is subject to audit by the SFA.

The fixed fee will be:

Cost Per Unit	Fee Per Unit (Case)
\$0 - \$20.00	\$1.50
\$20.01 - \$50.00	\$2.00
Over \$50.01	\$3.00

The fee for catch weight items not on the Product List will be:

Cost Per Pound	Fees Per Pound
\$1.00 or less	\$.10
\$1.01 - \$1.25	\$.13
\$1.26 - \$1.50	\$.15
\$1.51 - \$1.75	\$.18
\$1.76 - \$2.00	\$.20
\$2.01 - \$2.25	\$.23
\$2.26 - \$2.50	\$.25
\$2.51 - \$2.75	\$.28
\$2.76 - \$3.00	\$.30
\$3.01 - \$3.25	\$.33

The School District of Newberry County

\$3.26 - \$3.50	\$.35
Over \$3.50	\$.40

For additional items ordered in split units, the districts would pay 25 cents for each dollar of cost in addition to the fees outlined above.

Volume: The total quantity shown herein are estimated requirements for the contract period and the SFA does not obligate itself to purchase the full quantities indicated but the price offered must be allowed should the quantities be less. The SFA 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 SFA 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: All orders placed on this contract will require delivery of goods once a week between the hours of 7:00 am and 2:00 pm to the schools listed in the solicitation.

A written schedule for ordering and delivery for each of the schools will be established and mutually agreed upon by the SFA 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 SFA 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. The successful bidder and the SFA must mutually agree upon any changes to the schedule.

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 SFA 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. A designated school receiver shall sign each delivery ticket. 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. Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled, and frozen). Drivers or helpers shall not be required to stow merchandise on shelves.

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

The School District of Newberry County

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

Sanitation Requirements: School officials may routinely inspect Contractor's warehouse and trucks. The warehouse and truck shall be clean, be free of insects and rodents, and be adequate for storing and delivering products (dry, chilled, and frozen).

Facilities and Equipment: The contractor shall have adequate warehouses to supply products. Chilled and frozen products shall be stored as recommended by the Refrigeration Research Foundation. Delivery temperatures of frozen and chilled food shall be as recommended by the Federal Food and Drug Administration.

Reports: Utilization reports shall be issued to the SFA monthly. These reports shall be submitted for total quantity delivered per item in terms of bid units per school delivery point and a combined SFA total. Utilization reports shall be submitted within fifteen (15) calendar days after the end of a month. Payments for the month prior to the due dates for the utilization reports may be withheld at the discretion of SFA officials until utilization reports are received.

Transmittal of Orders: Order guides (preprinted) shall be furnished by contractor suppliers for recording and/or transmitting orders upon request by the SFA.

Service Levels: Successful contractor shall fill all original orders at a monthly average of 97% or above on the scheduled day. The remaining 3% shall be delivered within 24 hours of the scheduled delivery day.

Buy American Provision: Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools 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 To Be Supplied: Award will be made to the lowest responsible and responsive bidder on Lot A for an approved brand on the lowest net price. Should a condition arise where the product originally contracted can no longer be supplied by the contractor, application for substitution another brand under the contract at an equal or lower price must be submitted to the Director of Food Service for the SFA and upon his/her approval, the substitution will be allowed. Substitution of product not approved by the food service director will result in the cancellation of the contract. Requests for substitutions and out of stock items should be kept to a minimum. Repeated requests for substitution of product originally bid in this contract may be grounds for prohibiting a contractor to submit bids with the SFA for items on the next bid.

Out-of-Stock Conditions: Successful contractor may deliver a product equal or superior to the out of stock item. Item must be delivered at a price equal to or lower than price bid. The Food Service Director for the SFA must be notified at least 24 hours in advance of out-of-stock condition and he/she must approve the product being replaced. If a substitute product is not approved by the director of food

service, the SFA shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The contractor shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount, which would have been paid, had the product been delivered. The contractor shall have no basis to complain that the substituted product purchased could have been purchased at a lower price.

Product Requirements:

1. **Product Protection Guarantees:** SFAs have "automatic" product protection recourse against suppliers for products that are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
2. **Import Products:** Products which are canned or packed outside of the United States may be accepted with proof from manufacturer that poor market conditions exist (weather, and/or supply availability of market). Please note this applies to "private labels" as well as other labels. Products acceptable from outside USA are pineapples, Mandarin oranges, olives, tuna, and coffee.
3. A product identification is in itself sufficient, in the case of generic items such as sugar. The word "packer label" may appear in the approved brand column and the contractor may bid any label. The bidder should circle the words, "packer label" and write in the actual brand and code or product bid and stock number.
4. Blanket approval has been given to any one of several brands, which are listed herein on the chart of grade designations. The words "private label" will appear in the "brand" space. "Private label" always refers to the brands shown in the chart of brands. For canned and frozen fruits and vegetables the potential contractor shall bid the appropriate label for grade specified. For other items where "private label" is listed in the "brand" space and grade is not specified, the potential contractor shall offer quotes on the 1st Quality or Premium labels only.
5. Items not covered by instructions 3 & 4 above will have manufacturer's name and product number under "approved brands". Potential contractors shall bid on those products that are preapproved. Private label products for beef, poultry, pork, fish, spices & flavoring may be accepted as approved products only when the following conditions are met:
 - A. The retail product must be designated as an approved product on the bid.
 - B. The private label and retail product must be prepared at the same plant and the establishment number must be included on the bid.
 - C. A letter signed by an official from the manufacturer stating the private label product is the identical product as the retail product.

6. **Unacceptable Brands:** The SFA may specifically designate any brand as unacceptable even if blanket approval is implied. This is done by stating that “X” brand is unacceptable.

Error in Bid: In case of an error in the price extensions the unit price will govern. No bid will be altered, or amended after the specified time and date set for the bid opening.

Non-Appropriations: Any contract entered into by the SFA resulting from this bid invitation shall be subject to cancellation without damage or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year or appropriated period.

Taxes: Food and certain non-food items purchased under this contract by the SFA are not subject to State and Federal Taxes. The tax exemption certificate will be furnished upon request.

Procurement: The procurement herein is written to comply with all federal, state and local procurement laws, including no application of the State’s Resident Vendor Preference to the SCEP and USEP Preferences. The applicable federal procurement laws are contained in 7 CFR Part 3016 and 7 CFR Part 3019.

Unit Prices Required: Unit price to be shown for each item. Unit prices will govern over extended prices unless otherwise stated in the bid invitation.

Omit Taxes from Price: Do not include any sales or use taxes in your price that the SFA may be required to pay.

Payments: (Three options: SFA should indicate by an “X” the option chosen)

- _____ A. The SFA policy for payments is once a week.
- _____ B. The SFA policy for payments is once a month.
- _____ C. The SFA policy for payments is twice a month.
- _____ D. Other payment method: _____

TERMS OF REFERENCE SPECIFIC TO PRODUCT IDENTIFICATION

- A. **IMPS:** the National Association of Meat Purveyors developed Institutional Meal Purchase Specifications (IMPS). The packer must be willing to certify to the contractor and/user that the product meets the IMP specifications. These specifications standardize various fresh meat cuts or combination products for purposes of trade identification as to how they are cut, trimmed, ground, mixed, blended and the state refrigeration required, i.e., chilled or frozen.

Formulas: The following formulations of products apply to the identification utilized in this bid:

Wieners:

- Formula A - beef and pork (in any combination)
- Formula B - beef, pork (beef is predominant)
- Formula C - pork, beef (pork is predominant)
- Formula D - beef

No product containing dry milk solids will be approved.

Bologna:

- Formula A - beef and pork (in any combination)
- Formula B - beef, pork (beef is predominant)
- Formula C - pork, beef (pork is predominant)

Smoked Sausage:

- Formula A - pork
- Formula B:- pork, beef (pork is predominant)
- Formula C:- beef, pork (beef is predominant)
- Formula D:- beef & pork plus any one or any combination of beef tripe, beef heart meat, beef tongue meat, and pork tongue meat.

- B. **Vegetable Protein Products (VPP):** The initials VPP are used herein to refer to Textured Vegetable Midland Company. The ratio of meat to VPP is referred to as percent meat (fresh) with VPP, rather than percent VPP, because the industry is to use this more accurate description. Items that contain VPP must carry on the main face of the label the following statement; "This item contains Vegetable Protein Product(s) which are authorized as an alternate food in the "Child Nutrition Programs." If product has CN label then the VPP Statement is not required.

- C. **Breading of Meat and Poultry Products:** Identifications as listed for meat and poultry require twenty-five percent (25%) breading at time of pack. Federal regulations require that breading (for meat and poultry) cannot exceed thirty percent (30%) without modifying the name of the product. Packers of breaded meat and poultry products normally will certify that breading at time of pack will

range between twenty-four percent (24%) and twenty-eight (28%). Thus, twenty-five (25%) means "normal". Successful contractors are required to furnish dated certificates from packers showing the packer's specifications on range of breeding. If a product has a CN label, then a breeding certificate is not required.

- D. **Fish Inspection and Grading:** Fish as identified herein must bear the PUFI (packed under Federal Inspection) Shield or USDC Grade Shield.
- E. **IQF:** The term "Individually Quick Frozen," or IQF, essentially means that the parts can be removed individually from packages. The term "quick" means frozen "at the time" in a freezer tunnel; wither by air blast, nitrogen or carbon dioxide.
- F. **CN Label:** When a product is CN (Child Nutrition) labeled, it is "certified" by the packer to conform to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal requirements.
- G. **Grades:** The grades specified herein for fruits, juices and vegetables refer to "Packer Grades" except as specifically indicated otherwise. Packer grades, offered by major buying groups, have proven reliable over the years in that these groups utilize USDA standards. Packer grades are designated by color codes or brand names as shown in the accompanying chart.
- H. **Standards of Identity:** All products must conform to U.S. minimum standards requirements. If not, the supplier (packer) is in violation of the contract with the school district, but also with the Federal Food and Drug Administration and/or Federal Trade Commission.

Three (3) important Federal Regulations pertaining to canned foods are listed below. These and other federal and state regulations are automatically part of bid requirements.

1. **Net Container Quantity** - The minimum net quantity of all products in cans and jars shall be in accord with Section 401 of the Federal Food, Drug and Cosmetic Act regarding the individual specifications for standard of fill for the product as prescribed in 21 CFR Part 100-169.
2. **Fill of Containers** - All products shall be filled as full as practical under good commercial packing practices without impairment of quality and otherwise in accord with Section 401 of the Federal Food, Drug and Cosmetic Act, regarding individual specifications for standards to fill (21 CFR Part 10-169).
3. **Drained Weights** - Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal

Food, Drug and Cosmetic Act for drained weight, as prescribed in the individual specifications for each product in 21 CFR Part 100-169. Except for whole tomatoes, drained weight is not a factor of USDA grade. The USDA standards indicate recommended drained weights for certain items in which case these standards.

CHART OF BRAND COMPARISONS

- A. 1st Quality: Packer Grade A for canned and frozen vegetables and frozen fruits. Packer B (Choice) for canned fruits.
Exception: CODE Grade B fruits packed under 1st Quality label.
- B. **Sysco:**
Supreme Gold = rare and unique products;
Imperial Blue = fancy vegetables and fancy and choice fruits from prime growing regions;
Classic Red = fancy vegetables and choice fruits from non-prime growing regions;
Reliance Green = extra standard vegetables and standard fruits;
Value Line Brown = standard vegetables and irregular fruits.

All Sysco import products carry a globe and the words “a global source”.
- C. **ComSource:** Permits members to use their own "private" brands which may have different color or brand codes. Private labels are packed under Buying Group Contracts using the same quality standards. The brands for your member distributor should be added.
- D. **Unifax:** Due to the recent merger of Unifax, Inc. and White Swan, Inc., the old Unifax private labels are now under US Foodservice. A copy of the private or house label changes from Unifax to US Foodservice is attached.

IV. INFORMATION FOR OFFERORS TO SUBMIT

Information for Offerors to Submit – General:

Submission of a Bid:

Bids shall be submitted in compliance with the following criteria:

- A. Bids must be submitted signed, sealed and in duplication (two sets) to the location specified on the Invitation for Bid. The solicitation number and opening date shall be noted on the face of the envelope.

- B. Fax bids will not be accepted.
- C. Completion of Forms/Correction of Errors: 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. Bids submitted on company produced forms would be accepted only if the company produced form is consistent with the bid format and contains all required information for award determination.
- E. The "Bidding Schedule" form (Page 24) must be completed and signed. In addition, the Bid Form must be completed, extended and attached to the "Bidding Schedule" in the sealed "BID" envelope.

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

Signing Your Offer: Every offer must be signed by an individual with actual authority to bind the offeror.

Taxpayer Identification Number (TIN): Every offer must include the Taxpayer Identification Number (TIN) in the Bidding Schedule. "Taxpayer Identification Number, (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax or other returns. The TIN may either be a Social Security Number or an Employer Identification Number.

V. QUALIFICATIONS

Qualification of Offeror: To be eligible for award of a contract, a prospective contractor must be responsible. An offeror must, upon request of the SFA, furnish satisfactory evidence of its ability to meet all contractual requirements.

Subcontracting: No portion of the work shall be subcontracted without prior written consent of the SFA. In the event the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the SFA with the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

VI. AWARD CRITERIA

Award by Lot: Award will be made by complete lot(s).

Award Criteria – Bids: Award will be made to the lowest responsible and responsive bidder(s).

Award to Multiple Offerors: Award may be made to more than one offeror.

VII. TERMS AND CONDITIONS – A. GENERAL

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

Bankruptcy: (a). Notice. In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish written notification of the bankruptcy to the SFA. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all SFA contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (b) Termination: This contract is voidable and subject to the immediate termination by the SFA upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

Choice-of-Law: The agreement, any dispute, claim, or controversy relating to the agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

Non-Indemnification: Any term or condition is void to the extent it requires the SFA to indemnify anyone.

Publicity: Contractor shall not publish any comments or quotes by SFA employees, or include the SFA in either news releases or a published list of customers, without prior written approval of the SFA.

VII. TERMS AND CONDITIONS – B. SPECIAL

Compliance with Laws: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

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

- A. **Worker's Compensation:** Coverage of all individuals engaged in any work under this contract, and meeting the requirements of S.C. Law regarding worker's compensation

insurance as statutory required by law, including employee liability coverage up to \$1,000,000.

- B. ***Comprehensive General Liability:*** The contractor shall have in effect during at all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractors liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per occurrence.
- C. ***Comprehensive Automobile Liability:*** Limits of coverage shall not be less than \$1,000,000 combined single limit per accident.

Term/Option to Extend: The term of this contract will be for the period specified herein The School District of Newberry County reserves the right to extend the contract for a period not to exceed up to four (4) additional one (1) year period(s) upon the mutual agreement of both parties and provided service fees remain the same for the extended one year period(s).

Termination: Subject to the provisions below, the contract may be terminated for any reason by the SFA 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 SFA without the required thirty (30) days advanced written notice, then the SFA may negotiate reasonable termination costs, if applicable.
- B. **Termination for Cause:** Termination by the SFA 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: The failure of the contractor to perform its agreements under the contract shall constitute a default. In case of default by the contractor, the SFA 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. Notwithstanding the foregoing remedy, the School District shall have all other remedies provided by law or equity.

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.

Contractor requesting relief under this provision must adhere to the following conditions prior to the price of the product being adjusted. The procedures are:

1. A formal request for a price increase must be submitted in writing by Contractor to the

Chairperson of the South Carolina School Food Service Purchasing Alliance Inc. Advisory Board and at least one month prior to the price change taking effect for the following month. A simple majority of the Alliance Advisory Board and/or membership must approve the request. The request will include the "Force Majeure" cause as listed above substantiating the reason the relief is being requested.

2. Documentation to substantiate the increase must be included with the request and signed by representative from the manufacturer.
3. Documentation from the Contractor must also be included to support pricing was obtained from at least two other sources which would be higher than the requested increase. This could also include documentation to substantiate non-availability of the product.
4. Failure to comply with all three provisions shall request for an increase being denied.

A letter approving or rejecting for the increase will be sent by the Chairperson of the South Carolina Purchasing Alliance to the Contractor submitting the request.

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: The contractor shall hold the district harmless from any and all damages and claims that may arise by reason of any acts or omissions on the part of the contractor, his agents or employees in the performance of the contract.

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 food service director for the SFA 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.

Bidders Qualification: Bidders must, upon request of the SFA, furnish satisfactory evidence of their ability to furnish products in accordance with the terms and conditions of these specifications. SFA reserves the right to make the final determination as to the bidder's ability to provide the products requested herein.

Bidder 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

The School District of Newberry County

with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

VIII. BID SCHEDULE:

**The School District of Newberry County
BIDDING SCHEDULE**

LOT A: Meats, Canned & Frozen Fruits, Juices, Vegetables, _____
Miscellaneous Grocery Items & Supply Items

LOT B: Fresh Produce & Eggs _____

Note: A listing of items included in Lot A and Lot B will be provided after the pre-bid conference.

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

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.

Name of Offeror

(Full legal name of business submitting the offer)

State of Incorporation

(If offeror is a corporation, identify the State of Incorporation)

Taxpayer Identification Number

Signature
(Authorized Company Official)

Date

Title

Print or Type Name

Date

Title

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

IX ATTACHMENTS TO SOLICITATION

DELIVERY LOCATIONS:

**Boundary Street Elmementary School
1406 Boundary Street
Newberry, SC 29108**

**Gallman Elementary School
255 Haawkins Road
Newberry, SC 29018**

**Little Mountain Elementary School
692 Mill Street
Little Mountain, SC 29075**

**Mid-Carolina High School
377 Cy Schumpert Road
Prosperity, SC 29127**

**Mid-Carolina Middle School
6794 US Highway 76
Prosperity, SC 29127**

**Newberry Elementary School
1829 Nance Street
Newberry, SC 29108**

**Newberry High School
3113 Main Street
Newberry, SC 29108**

**Newberry Middle School
125 O'Neal Street
Newberry, SC 29108**

**Pomaria/Garmany Elementary School
7288 US Highway 176
Pomaria, SC 29126**

**Prosperity/Rikard Elementary School
381 S. Wheeler Street
Prosperity, SC 29127**

**Reuben Elementary School
3605 Spearman Road
Newberry, SC 29108**

**Whitmire Community School
2597 SC Highway 66
Whitmire, SC 29178**

**THE SCHOOL DISTRICT OF NEWBERRY COUNTY
OFFICE OF SCHOOL FOOD SERVICE**

SCHOOL PROFILE

BUDGET:

Food: \$ 1,344,282.00

Supplies: \$ 114,569.00

AVERAGE DAILY PARTICIPATION

School	Lunch	Breakfast	After-School	Summer
Boundary	321	372	20	N/A
Gallman	396	422	17	N/A
Little Mountain	307	357	53	N/A
Mid-Carolina High	423	238	N/A	N/A
Mid-Carolina Middle	490	496	19	N/A
Newberry Elementary	350	356	23	N/A
Newberry High	554	365	N/A	N/A
Newberry Middle	596	558	5	N/A
Pomaria/Garmany	274	287	35	N/A
Prosperity/Rikard	265	303	30	N/A
Reuben	138	138	19	N/A
Whitmire	355	347	7	N/A

