

**Spartanburg Preparatory School**

**INVITATION FOR BID (IFB)  
AND SUBSEQUENT CONTRACT  
FOR  
CHILD NUTRITION PROGRAM  
“VENDED MEAL” SERVICES  
  
FIRM PRICE PER MEAL**

*Updated June 2017\**

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- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) E-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov)

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## Index of Applicable Regulatory Citations and Policy Guidance

### 2 CFR Part 200---Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards

### 7 CFR Part 210 - National School Lunch Program

<b>210.8(a)</b>	SFA monitoring responsibilities
<b>210.9(b)</b>	Annual Program Agreement
<b>210.9(b) (7)</b>	Determination of free and reduced eligibility by SFAs
<b>210.9(b) (17) &amp; (19)</b>	Record retention requirements
<b>210.11</b>	Competitive food services and “Smart Snacks” guidelines
<b>210.13</b>	Facilities management
<b>210.16(a)</b>	SFA contract parameters and conditions
<b>210.16(a) (1)</b>	Adhere to procurement standards
<b>210.16(a) (2)</b>	Operation is in conformance with agreement
<b>210.16(a) (3)</b>	Periodic on-site visits
<b>210.16(a) (4)</b>	SFA control of meals/food service quality and prices
<b>210.16(a) (5)</b>	Signature authority (SFA retains control)
<b>210.16(a) (6)</b>	Appropriate use of USDA foods
<b>210.16(a) (7)</b>	Health certification
<b>210.16(a) (9)</b>	SFA must adopt all SCDE changes to solicitation prior to issuance
<b>210.16(a) (10)</b>	SCDE has reviewed and approved contract terms and conditions, as well as all changes to the contract prior to execution
<b>210.16(b)</b>	Invitation to bid
<b>210.16(b) (1)</b>	Twenty-one day cycle menu

- 210.16(b) (2) Nonperformance
- 210.16(c) Contract provisions allowing "cost-plus-a-percentage-of-cost" and "cost-plus-a-percentage-of-income" prohibited.
- 210.16(c) (1) Vendor shall maintain records to support SFA's claim for reimbursement;
- 210.16(c) (2) Vendor health certification for any facility used outside of school
- 210.16(c) (3) Nonpayment conditions (spoiled or unwholesome foods, etc.)
- 210.16(d) Duration of contract.
- 210.21 Procurement

#### **7 CFR Part 215 – School Milk Program**

#### **7 CFR Part 220 – School Breakfast Program**

#### **7 CFR Part 245 – Determining Free and Reduced Eligibility**

- 245.5 Public announcement
- 245.6 Free and Reduced Eligibility Applications
  - 245.6(a) Verification
- 245.7 Hearings
- 245.10 Free and Reduced Policy Statement

#### **7 CFR Part 250 – USDA Foods**

- 250.12(b)(4) Restitution for USDA foods in connection with claims
- 250.12(c) Vendor responsibility for use of USDA Foods
- 250.13(e) Improper distribution, loss of, or damage to USDA Foods
- 250.23 Buy American Provisions

- 250.50(a) Use of Donated Foods
- 250.51(a,b&c) Crediting and Value of Donated Foods
- 250.52(a&b) Storage and Inventory of Donated Foods
- 250.53(c) Substitution of Ground Beef and Pork

**Section 59-5-60 – South Carolina State Board of Education**

**59-10-310, et seq. SC Student Health and Fitness Act of 2005**

- R.43-168 Nutrition Standards for Elementary School (K-5) School Food Service Meals and Competitive Foods
- R.43-169 Food Service Management Company Contracts

**Contracting with Food Service Management Companies (2016 USDA Guidance)**

**SECTION ONE – General Information**

**A. Intent**

This Invitation for Bid (IFB) is for the purpose of obtaining offers and ultimately entering into a contract to provide vended meals for the **Spartanburg Preparatory School** nonprofit child nutrition program, hereinafter referred to as the School Food Authority (SFA).

The contract will be between the Vendor and the SFA. The Vendor shall offer assurances that all operations addressed in the IFB will be conducted in a manner that is consistent with the goal of the SFA’s child nutrition program which is to **provide nutritionally balanced meals of high quality to students at an economical price in an attractive, appealing and friendly environment.**

**B. Procurement Method**

A competitive bidding process will be used to procure services from the Vendor. All procurement transactions shall be conducted in a manner that provides maximum, open, and free competition consistent with federal regulations as defined in 2 CFR 200 and 400.

The SFA acknowledges its responsibility to ensure that all terms and conditions of the IFB conform to its local procurement code, as well as the South Carolina Consolidated

Procurement Code (South Carolina Code of Laws, Title 11, Section 35, South Carolina Code of Regulations R.19-445, and the Procurement Compendium (currently Version 2.0.1 (June 2015)), as applicable. Any changes to the IFB template shall be documented as a separate addendum or amendment.

### C. Pre-Bid Conference

A pre-bid conference for all interested offerors will be held on **July,1 2019** at 10 A.M. at Spartanburg Preparatory School 385 S. Spring St. Spartanburg SC 29301. The purpose for the meeting will be to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials. During the pre-bid meeting, information and materials pertaining to the child nutrition program's operation will be distributed to each potential offeror represented. Potential offerors will have the opportunity to ask questions and clarify any information contained in the IFB. Any questions not addressed at the pre-bid conference must be submitted in writing to the SFA.

Written responses will be distributed by confirmed e-mail and by first-class mail to all potential offerors that attend the pre-bid conference and will be referred to as Appendix F.

### D. Offer Submission and Award

1. Sealed offers are to be submitted to: **Regan Budnick at 385 S. Spring St. Spartanburg SC 29306**

The public opening of the sealed offers will be at **10 A.M.(local time) on July 16 2019 at Spartanburg Preparatory School 385 S. Spring St. Spartanburg SC 29306**. Offers will not be accepted after this time. **2** copies of the offer are to be delivered in a sealed container marked **Food Service Vended Meals Offer**. Faxed and/or e-mailed copies are unacceptable. Each offer must include all required responses and documents at the time of the public bid opening.

2. The SFA reserves the right to reject any or all offers, as well as cancel and/or reissue this solicitation if deemed to be in the best interest of the SFA.
3. To be considered, each offeror must submit a complete response to this solicitation using the required format and forms provided. All offers should be carefully worded and must convey all of the information requested in order to be considered responsive. Any time prior to the bid opening, the Vendor may withdraw a submitted offer by submitting a request in writing.
4. The award shall be made to the most qualified and responsible offeror whose offer is most responsive to this solicitation. A responsible offeror is a Vendor whose financial, technical and other resources indicate an ability to perform the services

required by this solicitation and whose responses best meet the criteria contained throughout the IFB.

5. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting offers and to seek clarification on any items contained in the IFB; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on the plea of error. The SFA is not liable for any cost incurred by the offeror prior to the signing of a contract by all parties. **Paying the Vendor from child nutrition funds is prohibited until the contract is approved by SCDE.**
6. Questions may be submitted to the SFA's procurement officer.

#### **E. Amendments**

If necessary, an amendment(s) will be issued prior to the offer submittal date and time for the purposes of modifying or interpreting the IFB instruction and/or specifications through additions, deletions, clarifications, or corrections. Any amendment issued by the SFA shall become a formal part of this IFB.

An amendment shall be forwarded to all potential offerors who are known by the SFA to have received a completed copy of the IFB. No amendment shall be issued later than five (5) calendar days prior to the offer submittal date except to (a) withdraw the IFB, or (b) postpone the offer submittal date and time. The SFA shall not be legally bound by any amendment or interpretation that is not in writing.

Offerors shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment(s) with their offer. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

#### **F.Late Offers**

Any offer received after the date and time specified will not be considered.

#### **G. Final Discussions and Negotiations**

The SFA reserves the right to conduct final discussions and negotiations with a responsive vendor prior to awarding the contract. The purpose of these discussions shall be to clarify and assure full understanding of any issue contained in the IFB and/or offer. The SFA shall conduct an evaluation of all offers for accuracy, completeness, and conformity to the specifications contained in the solicitation. The SFA shall certify the results of the bid evaluation process prior to the issuance of any award. By submission of an offer, the offeror agrees that

during the period following issuance of an offer and prior to notification of intent and/or award of contract, the offeror shall not discuss this procurement with any party except the SFA or other parties designated in this solicitation.

The SFA reserves the right, at any time after the bid opening and prior to an award, to request from any offeror clarification of processes or procedures, address technical questions, or to seek other information regarding the Offer. Discussions are possible only if the offer is apparently responsive. This process may also be used to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of the offeror. Any discussions shall be documented in writing and shall be included with the offer. In conducting these discussions, there shall be no disclosure of any information derived from proposals by competing offerors.

#### **H. Final Contract**

The IFB and submitted offer, including all attachments and all documents submitted by the offeror, will become the official contract when approved, awarded and signed.

#### **I. Procurement Code of Conduct**

The SFA acknowledges their responsibility under USDA guidelines to establish and enforce a local written policy to address the conduct of SFA employees with regard to SFA procurement transactions. This code of conduct must prohibit employees from soliciting gifts, travel packages, and other incentives from prospective offerors and/or contractors. In addition, the code of conduct must prohibit an employee from participating in the selection, award, and administration of any contract to which an entity or certain persons connected to them have financial interest. The code of conduct must also provide for the SFA to set standards when financial interest is not substantial or the gift is an unsolicited item of nominal value and may be acceptable. Finally, the code of conduct must provide for disciplinary actions to be applied in the event the standards are violated.

Pursuant to the South Carolina Code of Laws, Section 8-13-700 et seq., a public official, public member, or public employee may not have an economic interest in a contract with the state or its political subdivisions if the public official, public member, or public employee is authorized to perform an official function (including writing or preparing the contract, accepting bids, and awarding of the contracts) relating to a contract.

Any employee or official of the SFA, 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, to, or from any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the SFA 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.

#### **J. Approval of Publicity Releases**

The Vendor shall not have the right to include the SFA's name in its published list of customers, without prior approval of the SFA. Such restriction shall not prohibit either party from disclosing the existence of the relationship. The Vendor agrees not to publish or cite in any form any comments or quotes from SFA staff. Vendor further agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the SFA.

## **SECTION TWO – Definitions**

**Accounting Periods** – each month throughout the fiscal year from July 1 to June 30.

**Amendments** – written documents issued by the SFA prior to the opening of offers which modifies the IFB documents by addition, deletions, clarifications, or corrections.

**Appendices** – documents to be provided by the SFA to the Vendor as part of the IFB.

**Attachments** – documents to be provided by the Vendor in response to the IFB.

**ADM/ADP** – Average Daily Membership/Participation

**Bid** – an offer to perform, in accordance with the specifications and conditions, for a stipulated price.

**Bid Opening** – the process of opening and reading the content of offers for the first time, at the date, time and location specified in the IFB.

**Board** – the Board of Education of the School Food Authority (SFA). Unless otherwise authorized by the SFA, the SFA’s Board of Education shall provide final approval of any contract award.

**Code of Federal Regulations (CFR)** – the code of federal regulations. Means the codification of the general and permanent rules published in the *Federal Register* by the executive departments and agencies of the federal government.

**2 CFR 200 and 400** – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards regarding the administration of grants.

**CN (Child Nutrition) Label** – indicates that the product conforms 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 pattern requirements.

**Child Nutrition Program (CNP)**—the preparation and service of food to the SFA’s students, staff, employees, and authorized visitors. The CNP may include, but is not limited to the National School Lunch Program, School Breakfast Program, After School Snack program, Fresh Fruit and Vegetable Program, Summer Food Service Program, and the Seamless Summer Option, as well as catering services and à la carte food service.

**Competition** – the process by which two or more companies attempt to business by offering the most favorable terms as to price, quality, and service.

**Competitive Foods** – any foods and beverages sold during the school day on the school campus that compete with the school breakfast and lunch programs. Violation of federal or state competitive foods guidelines may result in reclaims of federal funds to support the SFA’s school breakfast or lunch programs.

**Competitive Sealed Bid** – a method of procurement whereby sealed bids are publicly solicited and a firm, fixed-price contract is awarded to the responsible bidder whose bid, conforms to all the material terms and conditions of the lowest price.

**Contract** – a formal, legally enforceable agreement duly executed by the authorized representative of the SFA and the Vendor. The SFA’s IFB and the Vendor’s offer in response to the IFB will become the final contract.

**Contract Award** – the awarding of a contract to a successful offeror signifying the acceptance of the offer.

**Contract Documents** – any letters, forms, attachments, or other documents the offeror submits with the offer and any documents provided by the SFA in the context of this IFB, unless the terms in any such documents conflict with any term in the IFB.

**Current Year** – the period beginning August 1 and ending July 31.

**Decimals** - meal charges are to be carried out four (4) decimal places, if applicable.

**Direct Cost** – a cost that is incurred specifically for one activity and can be identified specifically with that cost.

**Duration** - the contract duration must be limited to one year, with the effective beginning and ending dates stated in the contract. The beginning date shall not be prior to the date the contract is signed. Additionally, if renewals will be permitted, the contract must also state the date by which the renewal must be executed by both the SFA and Vendor. Although four (4) additional one-year renewals are permitted, contracts cannot contain automatic renewal provisions. The renewal date must occur on or prior to the expiration date of the current contract. Any provisions, including adjustments to payments that will be used for renewing contracts must be stated in the IFB/contract, as applicable. These alterations cannot result in material changes to the original contract. If the (SFA) determines that material changes are necessary, the SFA must re-bid the contract. The following changes would normally not materially change the contract:

**Number of Schools** – new schools added;

**Changes in Enrollment** – decreases and increases in student enrollment and the corresponding change expected in participation;

**Changes in Price** – meal price changes (determined by the SFA); and

**Cost Increases** – cost increases limited to a measurable index (such as the Consumer Price Index for All Urban Consumers).

Examples of material changes which could require the SFA to re-bid the contract include: the addition of a program, such as the SBP or a major shift in responsibilities for SFA/Vendor staff.

**Exhibits** – documents the Vendor may choose to use to calculate their firm price.

**Expendable Equipment** – items utilized in the preparation of food, including such things as pots, pans and kitchen utensils. Expendable equipment also includes any item used in the nonprofit food service program as any item with a useful life of more than one meal service and with a purchase value per unit of \$4,999.99 or less.

**FNS** – Food and Nutrition Service of the United States Department of Agriculture.

**Food Service Facilities** – the areas, improvements, personal property and facilities made available by the SFA to the Vendor for the provision of the food services.

**Firm, Fixed-Price Contract** – under this type of contract, the Vendor is required to

perform the work described in the contract. The price is not subject to any adjustment on the basis of the Vendor's cost experience in performing the contract. The firm, fixed-price contract includes: any management fee and/or administrative allowance; financial reporting; legal, tax, and audit services; and management oversight provided to client locations by Vendor at the regional and corporate levels.

**Gross Receipts** – the total of all cash receipts, reimbursements received by the SFA, and other revenue under the SFA's nonprofit food service program.

**Indirect Cost**—a cost of a general nature which is not readily identifiable with the activities of the grant and incurred for a common or joint purpose benefiting more than one activity or cost objective.

**Indirect Cost Rate**—a device for determining the proportion of indirect costs the child nutrition program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base. Rates are published annually by SCDE.

**In-Kind Meals** – meals provided to adults who are directly involved in meal preparation and service. Teachers, aides, maintenance workers, secretaries, principals, and/or visitors, etc., should not eat free of charge unless the SFA accounts for and reimburses the school food service account for such adult meals. Students who assist in the cafeteria should not be considered "in-kind" nor reported as adult in-kind meals.

**Invitation for Bid (IFB)** – the document that communicates to potential vendors the requirements of the SFA. In response to the IFB, the offer must be submitted in its entirety and will become the final contract. No substitute contract will be accepted.

**Material Change** – defined as a change that, had other offerors known of the change at the time they submitted their responses to the IFB, would have caused them to bid differently. Federal regulations under 2 CFR 200.324(b)(5) specify that when a proposed contract modification changes the scope of the contract or increases the contract amount by more than the federal Simplified Acquisition Threshold (currently set at \$150,000 per 2 CFR 200.88), the SFA must submit the proposed changes to the SCDE for review and approval. State or local acquisition thresholds may be more restrictive and the most restrictive threshold applies.

**Non-expendable Equipment** – defined as any item with a per unit purchase of \$4,999.99 or more. All non-expendable equipment will be purchased by the SFA.

**Nonprofit School Food Service Program** – all food service operations conducted by the SFA are principally for the benefit of school children; all of the revenue from which is used solely for the operation or improvements of such food services.

**Non-Federal Entity** – means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a federal award as a recipient

or sub-recipient.

**Nutrition Analyses** – provides detailed nutrition information on planned program menus. All menus must be planned to meet the Dietary Guidelines for Americans, as well as applicable USDA and state requirements. The Vendor offer will include a nutrition analysis for each menu planned for all programs operated. Nutrition analyses must be available for all program meals planned and served daily during the contract period(s). (The nutrition analysis program used must be approved by USDA.)

**Offer** – a complete and properly signed response to the IFB. The offer is presented as described in the IFB. The IFB and the offer will become the legal contract when approved, awarded and signed.

**Offeror** – a Vendor who responds to a solicitation; for this purpose, the offeror is the Vendor responding to the IFB.

**On-site** – defined as the physical location of the food preparation facilities of the SFA.

**Pre-Bid Conference**—helps ensure that each potential offeror understands the IFB.

**Processor** – means any commercial facility which processes or repackages USDA Foods. However, commercial enterprises which handle, prepare, and/or serve products or meals containing USDA Foods on-site solely for the individual SFA under contract are exempt under this definition.

**Product Identification (ID)** – the product identifications or descriptions are not specifications. Product identifications are limited to requirements that can be verified on delivery or information essential for communication between vendor and SFA. Product identifications must be supplied with IFB for all items without CN label to insure quantity and quality.

**Public Access to Procurement Information** – no documents relating to this procurement will be presented or made otherwise available to any other person, agency or organization until after the contract is awarded. Once awarded, non-proprietary information contained in the Vendor's offer becomes public record. Commercial or financial information obtained in response to the IFB may be considered privileged and confidential. Such privileged and confidential information includes information that, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their offer they consider to contain proprietary information.

**Qualified Offeror** – an offeror who is qualified by experience, equipped to perform the work required or furnish the necessary material indicated in the specifications, and who has the necessary financial backing and ability to complete the contract.

**Right of Non-Commitment or Rejection** – this solicitation does not commit the SFA to award a contract, to pay any costs incurred in the preparation of an offer, or to procure or contract for the articles of goods or services. The SFA reserves the right to accept or reject any or all offers received as a result of this solicitation, or to cancel in part or in its entirety this solicitation if it is in the best interest of the SFA to do so.

**School Food Authority (SFA)** – the political subdivision or non-profit legal entity that operates the non-profit child nutrition program, as specified in the Program Agreement with the South Carolina Department of Education and complies with federal and state laws, regulations, and policies contained in the National School Lunch program (NSLP), the School Breakfast Program (SBP), the After School Snack Program (ASSP), the Seamless Summer Option (SSO), the Summer Food Service Program (SFSP), and the Fresh Fruit and Vegetable Program (FFVP).

**Servicewares** – items utilized in the service of food, including such things as chinaware, glassware, and silverware.

**Signature Authority** – the SFA shall retain authority on the child nutrition Program Agreement, Free and Reduced Price Policy Statement, and all reimbursement claims.

**Simplified Acquisition Threshold** – means the dollar amount below which a non-federal entity may purchase property or services using small purchase methods. Non-federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the Simplified Acquisition Threshold. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation at 48 CFR subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. Currently, the Simplified Acquisition Threshold is \$150,000, but this threshold is periodically adjusted for inflation.

**Specifications** – are written descriptions of what the purchaser requires and, consequently what a bidder **must** offer to be considered eligible for a bid award.

**State Agency (SA)**—the South Carolina Department of Education. SCDE is the state-level administrator for the National School Lunch Program (NSLP) and its related initiatives, as well as the Summer Food Service Program (SFSP).

**Term** – one year with four one-year renewal options. A partial school year will be considered one of the four one-year renewal options.

**Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**—2 CFR 200, the official federal regulations governing the procurement activities of state and local grantees of federal funds. Includes local food service operators receiving federal funds issued by the USDA.

**USDA** - the United States Department of Agriculture.

**USDA Foods (Commodities)** – means foods purchased by the United States Department of Agriculture and donated to schools for use in child nutrition programs.

**USDA Rebates** – refers to items produced on "Processing Contracts" from USDA donated USDA foods. All rebates generated from the processing of the SFA's USDA Foods are required to accrue to the SFA's non-profit school food service account.

**Vendor** – a merchandizer of complete meals, meal components or raw materials.

**Vendor's Responsibility** - requires each Vendor to fully acquaint himself with conditions relating to the scope and restrictions of this IFB. The failure or omission of a Vendor to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to an offer or contract.

## SECTION THREE – Specific Requirements

- A. The contract awarded as a result of this IFB shall be effective for one year for the school year beginning August 1, 2019 and ending July 31, 2020. The contract may, at the discretion of the SFA and Vendor, be renewed annually for up to four additional one-year periods.
- B. The Vendor shall provide the following services:
1. The preparation and delivery of unitized breakfasts, lunches and snacks to students, SFA employees, and SFA guests, in accordance with the specifications described in this IFB.
  2. The provision of all supporting documentation needed to meet state and federal requirements related to USDA child nutrition programs, as referenced herein.
  3. The maximum utilization of USDA foods to the benefit of the nonprofit child nutrition program, as referenced herein.
  4. Replacement of all food lost due to refrigeration malfunction at no cost to the SFA, to the extent such loss was a result of Vendor's negligence. Daily temperature records must be maintained in all schools on all refrigerated equipment, including holidays.
- C. The Vendor will be paid on a per meal rate. All program expenses not otherwise defined in the contract will be covered by the Vendor in the firm price. The following must be included in the firm price and may not be charged to any other expenses:
1. Personnel and labor relations and services visitation;
  2. Legal services;
  3. Purchasing and quality control;
  4. Technical research;
  5. Dietetic services (administrative and nutritional);
  6. Menu and recipe development/modification and the use of test kitchens;
  7. Accounting and accounting procedures;
  8. Tax administration;
  9. Teaching and training support;
  10. General regional and/or national headquarters support;
  11. Design services;

12. Personnel advice;
  13. Other as determined by the SFA(N/A) and
  14. Any and all travel related to all of the above items.
- D. Costs which the Vendor shall include in the firm fixed price paid per meal charge are as follows:
1. Food and beverages specified herein.
  2. Delivery and storage fees for USDA donated foods. Delivery and storage fees for the N/A school year were N/A.
  3. Insurance coverage as specified herein.
  4. Applicable taxes and fees, except as noted herein.
  5. The value of USDA donated foods to be provided by the SFA for use by the Vendor.
- E. **Menu System for Reimbursable School Breakfast:** At a minimum, all breakfast meals provided by the Vendor shall meet USDA nutritional requirements specified in 7 CFR Parts 210 and 220, the Richard B. Russell National School Lunch Act (NSLA) Section 9(a)(4), 42 USC 1758(a)(4), and Section 201 of the Healthy, Hunger-Free Kids Act of 2010 amended Section 4(b) of the NSLA, 42 USC 1753(b):
1. A choice of one (1) cup of flavored or unflavored fat-free milk or 1% low-fat unflavored milk only per day. *(Note: The Vendor is not subject to this requirement if the SFA specifies herein that it will provide milk outside of this IFB/contract. If the SFA provides milk, the SFA must comply with this requirement.)*
  2. A choice of two (2) fruits or vegetables or full strength juices to equal a minimum of one (1) cup must be offered each day.
  3. A choice of two (2) grains or 1 oz. meat/meat alternate shall be offered daily to meet the daily minimum and weekly ranges requirements:  
Grades K-5: 1 oz. equivalent minimum daily (7-10 oz. weekly)  
Grades 6-8: 1 oz. equivalent minimum daily (8-10 oz. weekly)  
Grades 9-12: 1 oz. equivalent minimum daily (9-10 oz. weekly)  
Meat/meat alternate may be substituted for grains after the minimum daily grains requirements are met.
  4. All grains must be whole grain-rich.
  5. Calorie ranges (min. and max.) are Grades K-5 (350-500), Grades 6-8 (400-550), Grades 9-12 (450-600).
  6. Saturated fat will be less than ten (10) % of total calories and zero grams per serving for trans-fat.

7. K-12 sodium targets as published by USDA on 01/26/2012 and any updates.
  8. Weekly nutritional analysis must be provided by the Vendor to document that all meals are planned to meet USDA requirements. The nutritional analysis must be completed for the duration of the contract. The nutritional analysis must be based on weighted averages planned.
  9. For the breakfast priced as a unit to be claimed for reimbursement, schools must offer three (3) food components that consist of a minimum of four (4 ) of the following food items. Students are allowed to decline one (1) food item, but must select at least a ½ cup of the fruit or vegetable component. Students must select the other food components in the quantities planned.
    - Fruit (fresh, frozen without sugar, canned in light syrup, water or fruit juice; or dried) and fruit juice (100% full-strength and cannot meet more than one-half of the fruits component).
    - Vegetables (optional at breakfast)
    - Grain/Bread
    - Meat/Meat Alternate (may be offered after the minimum daily grains (1 oz. eq.) requirement is met.
    - Milk
  10. In order to offer à-la-carte food service, all eligible students must be offered free, reduced-price, and full-price reimbursable meals. Students may select additional servings of the food offered and pay for them at à la carte (Supplemental Sales) price schedule established by the SFA. À la carte items will comply with applicable federal and state regulations.
  11. Menus planned and served must be planned to meet student preferences as determined by the SFA through student and parent input. Menus planned for students other than those living in this geographic region are not acceptable.
- F. **Menu System for Reimbursable School Lunch:** At a minimum, all lunch meals provided by the Vendor shall meet USDA nutritional requirements specified in 7 CFR Parts 210 and 220, the Richard B. Russell National School Lunch Act

(NSLA) Section 9(a)(4), 42 USC 1758(a)(4) and Section 201 of the Healthy, Hunger-Free Kids Act of 2010 amended Section 4(b) of the NSLA, 42 USC 1753(b). In addition, lunches served to schools with a K-5 population shall also conform to the additional requirements contained in the South Carolina Student Health and Fitness Act (R.43-168):

1. A choice of one (1) cup of flavored or unflavored fat-free milk or 1% low-fat unflavored milk only per day. *(Note: The Vendor is not subject to this requirement if the SFA specifies herein that it will provide milk outside of this IFB/contract. If the SFA provides milk, the SFA must comply with this requirement.)*
2. For schools serving a K-5 population, a choice of at least two (2) entrees (one of which may be an entrée salad).
3. A choice of two (2) fruits or vegetables or full strength juices to equal a minimum of one (1) cup must be offered each day. For schools serving a K-5 population, a choice of at least four (4) fruit and/or vegetables (may select up to 4 to equal lunch requirement for fruit and/or vegetable).
4. Weekly requirements for dark green, red/orange, beans/peas (legumes), starchy, and “other” vegetables.
5. Daily minimum and weekly ranges for grains:
  - Grades K-5: 1 oz. equivalent minimum daily (8-9 oz. weekly)
  - Grades 6-8: 1 oz. equivalent minimum daily (8-10 oz. weekly)
  - Grades 9-12: 2 oz. equivalent minimum daily (10-12 oz. weekly)
6. All grains must be whole grain-rich.
7. Calorie ranges (min. and max.) are Grades K-5 (550-650), Grades 6-8 (600-700), Grades 9-12 (750-850).
8. Saturated fat will be less than ten (10) % of total calories and zero grams per serving for trans-fat.
9. K-12 sodium targets as published by USDA on 01/26/2012 and any updates.
10. Daily minimum and weekly ranges for the meat/meat alternate requirement:
  - Grades K-5: 1 oz. eq. min. daily (8-10 oz. weekly)
  - Grades 6-8: 1 oz. eq. min. daily (9-10 oz. weekly)
  - Grades 9-12: 2 oz. eq. min. daily (10-12 oz. weekly)
10. For the lunch priced as a unit to be claimed for reimbursement, schools must offer five (5) food components (milk, fruits, vegetables, bread/grains, and

meat/meat alternates). Students are allowed to decline up to two (2) food components, but must select at least a ½ cup of the fruit or vegetable component. Students must select the other food components in the quantities planned.

11. Weekly nutritional analysis must be provided by the Vendor to document that all meals are planned to meet USDA requirements. The nutritional analysis must be completed for the duration of the contract period. The nutritional analysis must be based on weighted averages planned.
12. In order to offer à-la-carte food service, all eligible students must be offered free, reduced-price, and full-price reimbursable meals. Students may select additional servings of the food offered and pay for them at à la carte (Supplemental Sales) price schedule established by the SFA. À la carte items will comply with applicable federal and state regulations.
13. Menus planned and served must be planned to meet student preferences as determined by the SFA through student and parent input. Menus planned for students other than those living in this geographic region are not acceptable.

- G. **Meal System for Reimbursable After-School Snack Program.** At a minimum, all snack meals provided by the Vendor shall meet USDA nutritional requirements specified in 7 CFR Parts 210 and 220, the Richard B. Russell National School Lunch Act (NSLA) Section 9(a)(4), 42 USC 1758(a)(4) and Section 201 of the Healthy, Hunger-Free Kids Act of 2010 amended Section 4(b) of the NSLA, 42 USC 1753(b).

A minimum of two items must be offered from the following four (4) food components. Any combination of two (2) items listed is acceptable with the exception of milk served with juice:

1. A choice of one (1) cup of flavored or unflavored fat-free milk or 1% low-fat unflavored milk only per day. *(Note: The Vendor is not subject to this requirement if the SFA specifies herein that it will provide milk outside of this IFB/contract. If the SFA provides milk, the SFA must comply with this requirement.)*
  2. A choice of one (1) meat or meat alternate (1 ounce)
  3. A choice of a fruit, vegetable, or full strength juice (¾ cup)
  4. A choice of 1 serving enriched grains, (1 ounce or equivalent).
- H. The quantities of food served shall be in accord with the federal meal pattern requirements for the specific age groups as found in 7 CFR Parts 210 and 220.
- I. Detailed product identifications and the most current USDA Food Buying Guide (revised November 2001) shall be the basis for determining the quality and

adequacy of yield.

- J. All breaded meat/meat alternate products served shall meet meal pattern requirements as served and have a Child Nutrition (CN) Label in order to protect the SFA against audits or overclaims.
- K. Written product identifications will be provided for all food purchased without CN Label to insure quantity and quality
- L. The Vendor shall supply special diets to any students as required for medical reasons when prescribed and approved in writing by a medical doctor for disabled students or by a recognized medical authority for non-disabled students. The Vendor shall make substitutions in the food components of the meal pattern for disabled students whose handicap restricts their diet and those non-handicapped students who are unable to consume reimbursable meals under normal circumstances. Substitutions shall be made on a case-by-case basis only when supported by a statement of need that includes recommended alternate foods, unless otherwise exempted. A record of special diets planned and served daily shall be maintained on a daily basis.
- M. Should reimbursement for a meal be denied, or a claim for loss of USDA Foods be established against the SFA as a result of an audit, review, or for any other reason due to Vendor's negligence or non-compliance with federal or state requirements, the amount of the denied reimbursement (food loss, overclaim or questioned cost) shall be subtracted from the funds due the Vendor. In the event the reimbursement is denied after the termination of the contract, the Vendor shall refund the amount of the denied reimbursement to the SFA. The vendor will not be responsible for an overclaim due to the SFA's incorrect determination and/or classification of free and reduced price meal eligibility.
- N. The SFA should describe in written detail all arrangements related to a la carte or any extra food sales. The SFA will determine the items to be sold and the pricing of such items during the school day, if any, as special sales prior to the beginning of the contract. A written list of items will be provided by the SFA.
- O. The planned 21-day menu cycle provided by the SFA as shown in Appendix C shall be served for the first 21 days of the contract without change. Any and all changes after the first 21 days shall be submitted in writing, along with a nutritional analysis documenting that the menus meet state and federal requirements, for approval from the SFA. Any and all alternate menus or menu items must be approved in writing two weeks prior to serving. Vendor must plan and provide written documentation to SFA for review that all menus are reimbursable, including all promotional specialty menus planned. Vendor must document that recommendations made by the SFA are used in menu planning.

- P. The Vendor shall cooperate with the SFA in promoting nutrition education as a component of the SFA's school food service program.
- Q. The Vendor may petition the SFA for an increase in the per meal charge annually at the time of contract renewal. The amount of increase granted shall not exceed the food away from home series of the Consumer Price Index (CPI). The percentage of increase or decrease for each contract period is determined from this index from April to April. Before price increases can be implemented, the Vendor must document, through cost or price analysis, the need for such price increase. The SFA must forward all documentation to SCDE for review and approval. No price increase may be implemented under this provision without prior approval of SCDE.
- R. Any and all contract revisions after signing shall be provided in writing to SCDE by the SFA. **Any additions or changes that change or negate the mandatory portions of the contract as written will automatically invalidate the contract.**
- S. The SFA will assign an employee of the SFA to monitor program and contract compliance.
- T. Pursuant to USDA regulations, the following responsibilities shall be retained (and cannot be delegated) by the SFA:
1. Signature authority on the Program Agreement and related renewal documentation, including the SFA's free and reduced price policy statement;
  2. Signature authority on the monthly Claim for Reimbursement;
  3. Development, distribution, and collection of the parent letter and application for free and reduced price meal benefits;
  4. Determination of eligibility for free and reduced-price meals and the conduct of any hearings related to such determinations;
  5. Verification of applications for free and reduced-price meals;
  6. Control of the school food service account and overall financial responsibility for the child nutrition program;
  7. Determination of all program and non-program meal prices;
  8. Title to USDA-donated foods;
  9. Development of the 21-day cycle menu and product specifications

for the IFB, as well as changes to the 21-day cycle menu after the first 21 days of meal service;

10. Implement internal controls for monitoring student meal counting and claiming processes;
  12. Assurance that the maximum amount of USDA foods are received and utilized by the Vendor and accrue only to the benefit of the SFA's nonprofit school food service program;
  13. Control of the quality of food and the general nature of child nutrition program;
  14. Responsibility for all child nutrition program contractual agreements, including USDA food processing agreements.
15. Ensuring resolution of program reviews and audit findings;
16. Conducts required on-site and SFA-level reviews of Vendor operations;
  17. Physically inputting claims and financial information into the South Carolina Automated Payment System (SCAPS) or other electronic reporting process, as designated by SCDE;
  18. Pest control services in the cafeteria and kitchen areas, as specified in the SCDE Food Safety/HACCP Plan;
  19. Fees for Retail Food Service Establishment Permits issued by the South Carolina Department of Health and Environmental Control;
  20. Maintenance of applicable health certifications and assurance that all state and local regulations are being met by the Vendor; and
  21. The maintenance of the daily meal count report and documents to support the SFA's claim for reimbursement.
- U. Any inconsistency, omission, or ambiguity in the specifications shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of quality that would normally be specified by the SFA are to be used.
- V. Revenue can be used only for the SFA's nonprofit child nutrition program and cannot accrue to the Vendor. All revenue and expenses which are charged to an SFA must flow through the SFA's chart of accounts. Vendor expenses which are

not billed to the SFA cannot be recorded as expenses to the nonprofit school food service account.

- W. In the event of a conflict between or among any of the terms of the IFB/contract documents, such conflicts shall be resolved by referring to the documents in the following order of priority: (1) the IFB issued by the SFA and (2) the offer submitted by the Offeror.

## SECTION FOUR – SFA APPENDICES

The following information/documents shall be provided by the SFA to the Vendor as part of the IFB:

Appendix A, A-1 - 4	List of schools/sites and a description of each, including ADM, ADP, and student eligibility by category and current meal prices
Appendix B	School Calendar, including meal service days, teacher work days, required in-service training, etc.
Appendix C	Twenty-one (21) Day Menu Cycle for Breakfast, Lunch, and Afterschool Snack Programs (prepared by SFA)
Appendix D	USDA Donated Foods including record of USDA Foods used, monthly ending inventories by school, total value of USDA Foods by school
Appendix E	School Inventory List (including miscellaneous kitchen items; to be certified as correct by an authorized representative of both parties)
Appendix F	Written responses to questions from potential offerors
Appendix G	Program Identification

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)



**Appendix A-1 (Lunch)**

**LIST OF SCHOOLS/DESCRIPTION (CONTINUED)**

**PARTICIPATION HISTORY**

(To be completed by SFA)

Site or School	Reimbursable Meals Based on Average Daily Participation (Total meals by category served in the previous year divided by total operating days for the year)			Selling Price (\$)	
	Full-Price	Free	Reduced-Price	Student	Ad
Spartanburg Preparatory School - Lunch	38.4	208.31	28.8	3.50	3.50
Spartanburg Preparatory School - Breakfast	11.95	80.48	8.88	2.50	2.50
<b>TOTAL</b>					

**Appendix A-2 (Breakfast)**

**LIST OF SCHOOLS/DESCRIPTION (CONTINUED)**

**PARTICIPATION HISTORY**

(To be completed by the SFA)

Site or School	Reimbursable Meals Based on Average Daily Participation (Total meals by category served in the previous	Selling Price (\$)
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Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

Totals					

**Appendix B**

**SCHOOL CALENDAR  
INCLUDING MEAL SERVICE DAYS, TEACHER WORK DAYS,  
REQUIRED IN-SERVICE TRAINING, ETC.**

**(Please clarify actual serving days for breakfast, lunch, afterschool snacks, and  
summer meal programs)**

**Appendix C**

**21-DAY MENU CYCLE FOR BREAKFAST, LUNCH, AND AFTERSCHOOL  
SNACK PROGRAMS  
(PREPARED BY SFA)**

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

**Appendix D**

**USDA DONATED FOODS  
INCLUDING RECORD OF USDA FOODS USED, MONTHLY ENDING  
INVENTORIES BY SCHOOL, TOTAL VALUE OF USDA FOODS BY SCHOOL**

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

**Appendix E**

**SCHOOL INVENTORY LIST  
(INCLUDING MISCELLANEOUS KITCHEN ITEMS; TO BE CERTIFIED  
AS CORRECT BY AN AUTHORIZED REPRESENTATIVE OF BOTH  
PARTIES)**

**Appendix F**

**WRITTEN RESPONSES TO QUESTIONS FROM POTENTIAL  
OFFERORS**

**Appendix G**

**PROGRAM IDENTIFICATION**

**Spartanburg Preparatory Schools**

Plans to participate in the following programs during the 2017-2018 school year in one or more schools: (please check all that apply)

- National School Lunch Program
  - School Breakfast Program
  - Afterschool Snack Program
  - USDA Foods (Commodities) Program
  
  - Seamless Summer Option
- OR**
- Summer Food Service Program

## SECTION FIVE – TERMS AND CONDITIONS

### A. Scope and Purpose

1. The duration of the Contract shall be for a period of up to one year, beginning on August 1, 2019 and ending on July 31, 2020, with a maximum of four (4) 1-year renewals contingent upon mutual agreement between the SFA and Vendor.
2. The Vendor shall manage the SFA's food service program for the benefit of the SFA's students, faculty, staff, and guests. The Vendor shall provide food service in accordance with: all federal regulations found in 2 CFR Parts 200 and 400; 7 CFR Parts 210, 220, 245, and 250; guidance, instructions, and policy memorandum issued by the United States Department of Agriculture, Food and Nutrition Service; United States Office of Management and Budget Circulars for Federal Grants; State Board of Education Regulations R.43-168; and policies of the South Carolina Department of Education. The SFA, SCDE, and USDA shall have unlimited access, with or without notice to the Vendor, to all premises used by the Vendor.
3. The Vendor shall provide breakfast, lunch and after-school snacks as specified in Appendix A for approximately 180 serving days. The Vendor may also be asked to provide lunch, breakfast and/or snacks if the SFA participates in the Summer Food Service Program or the Seamless Summer Option.
4. The SFA may add or remove sites and/or meal periods for existing programs from Appendix A at any time during the period of the contract unless the addition or removal of sites and/or meal periods creates a material change to the contract.
5. The SFA reserves the right to maintain present food and beverage vending machines in its facilities.
6. The SFA shall be legally responsible for the SFA's nonprofit food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations described in Item A (2). The SFA shall conduct regular performance, accountability, and other reviews as required by state and federal regulations and guidelines, as well

as periodic on-site visits to include: inspection of meals, food preparation, storage and service areas, and sanitation and safety practices. Such reviews shall be documented by the SFA and maintained on file for inspection.

7. The Vendor, as an independent contractor, shall have exclusive right to provide food services for the schools designated by the SFA in this IFB (Appendix A) for the following programs: National School Lunch Program; School Breakfast Program; After School Snack Program; Fresh Fruit and Vegetable Program; Seamless Summer Option Program; and the Summer Food Service Program, as applicable.
8. The Vendor shall be an independent contractor and not an employee of the SFA. Employees of the Vendor are not employees of the SFA.
9. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, a la carte sales, contract meals, proceeds from the sale of food service equipment, interest payments and other sources related to the food service program shall be deposited in the SFA's nonprofit food service account. Any profit shall remain in the SFA's nonprofit food service account. The SFA and the Vendor agree that this contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under the USDA Regulations 7 CFR 210.16 (c) and 2 CFR 200.
10. The SFA shall retain control of the SFA's nonprofit food service account and shall assume overall financial responsibility for the program.
11. Authorized representatives of the SFA, SCDE, and USDA shall have the right to conduct unannounced, on-site reviews of the child nutrition program operation, including the inspection of all records and supporting documentation associated with the food service program.

#### **B. Signature and Approval Authority**

1. The SFA shall retain signature authority for the Program Agreement, free and reduced-price policy statement, and monthly claim for reimbursement.
2. The preparation of the annual application for federal/state funds and the agreement with SCDE for operation of the aforementioned child nutrition programs shall be the responsibility of the SFA. The application and agreement for federal/state funds, as approved by SCDE, shall become part of the contract.
3. The preparation of the application to receive USDA Foods shall be the

responsibility of the SFA. The agreement signed between the SCDE and the SFA to receive USDA foods shall become part of the contract.

### **C. Free and Reduced-Price Meal Policy**

1. The preparation of the annual Free/Reduced Price Meal Policy shall be the responsibility of the SFA and is not open for amendment by the Vendor. The SFA shall ensure that the nonprofit food service is in conformance with the SFA's approved Free and Reduced Price Policy. The SFA Free and Reduced Price Meal Policy shall be made part of this Contract.
2. Approval of free/reduced price meal applications shall be the responsibility of the SFA. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by USDA. The SFA shall be responsible for appointing a qualified hearings officer to conduct any hearings related to adverse actions regarding eligibility for free or reduced-price meals.
3. The SFA shall implement an accurate point of service count using the counting system referenced in its Program Agreement to participate in the NSLP. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students.
4. The SFA shall monitor the food service program of the Vendor through periodic on-site visits to ensure that the program is in conformance with all federal, state and local regulations, laws, and procedures. In addition, the SFA will conduct an on-site review of the counting and claiming system no later than February 1 of each year as required by 7 CFR 210.8.

### **D. USDA Foods**

1. Any USDA foods received by the SFA and made available to the Vendor shall be utilized solely for the purpose of providing benefits for the SFA's nonprofit child nutrition program. USDA foods are considered "received" when the foods arrive at the school kitchen in either raw form or in processed end products. The title to USDA foods must remain with the SFA. The SFA shall assure the maximum amount of USDA foods are received and utilized by the Vendor. The Vendor shall use USDA foods in the preparation of meals and other food served to the students.
2. The Vendor shall manage the donated food to ensure they are used only for the SFA's child nutrition program. Funds are expended to purchase food to be used in the food service program, or those commercial substitutes of the same generic identity, of U.S. origin, and of equal or

better quality are used in their place (with the exception that donated ground beef, ground pork, and all processed end products must be used without substitution). When commercial substitutes are used in place of donated foods, the Vendor may then use the donated foods without restriction.

3. The Vendor must credit the SFA for the value of all donated foods received for use in the child nutrition program in the school year, whether the donated foods are used in that year or not as required in 250.51(a). The value of the USDA foods is based on the value of the product at the point the SFA receives the USDA foods at each site and on USDA prices pertinent to that time period.
4. The liability for the proper use of the USDA foods will be the responsibility of the Vendor. The Vendor must meet the requirements that ensure safe storage of donated foods in 250.14(b). In accordance with 210.13(a), the SFA must ensure that food storage, preparation, and service comply with the sanitation and health standards established under state laws and regulations. The Vendor may maintain separate storage, inventory, and control of USDA Foods. Or, the Vendor may commingle donated foods with other foods purchased for the child nutrition program, in a single inventory management system in accordance with 250.52(b) and 250.59 (c). Since it is difficult to distinguish donated foods from other foods in a commingled inventory, the SFA must ensure the Vendor has credited it for the value of all donated foods, irrespective of the actual use of the foods (250.51(a)).

The Vendor shall maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of USDA foods. Failure by the Vendor to maintain records under the contract shall be considered factual evidence of improper distribution or loss of USDA foods. The SFA is responsible for obtaining restitution from the Vendor in connection with any claim for improper distribution, use or loss of, or damage to USDA foods as stipulated in 7 CFR 210.16.

5. In consultation with the Vendor, the SFA shall reserve the right to divert USDA-donated foods for processing to only those processors that have approved USDA and SCDE processing agreements for authorized end products that are included on a current Summary End Product Data Schedule (SEPDS). If an end product is normally available for purchase by the Vendor under the Vendor's regular competitive procurement process, no further procurement action is required. If an end product is not available for purchase by the Vendor under the Vendor's regular competitive procurement process, the end product shall be acquired by the

Vendor through the use of a competitive procurement process. The SFA shall ultimately be responsible for compliance with all state and federal requirements.\*

6. The Vendor is not required to credit the SFA for the value of donated foods in end products that the SFA procures from the processor and provides to the Vendor for use in the child nutrition program. The processor must credit the SFA for the donated food value in end products procured by the SFA, in accordance with processing requirements in Subpart C of Part 250. The SFA must ensure that the Vendor uses such end products in the child nutrition program, in accordance with 250.51 (d).
7. The Vendor shall give the SFA, USDA and SCDE access to the USDA foods storage areas for inspection. The Vendor shall have records available to substantiate that the full value of all USDA foods is used solely for the benefit of the SFA.
8. The SFA may not refund any credit to the Vendor for the value of any donated foods that remain unused when a contract terminates, and is not extended or renewed. The Vendor must credit the SFA for the value of donated foods carried over from a previous contract if the value of such foods has not already accrued to the child nutrition program (i.e., if the value was not credited to the SFA by the previous Vendor). The “successor” vendor must ensure use of such donated foods in the SFA’s child nutrition program, but will not have to credit the SFA for the value of such donated foods, as that value would have already accrued to the school food service.

The value used to credit the SFA for such donated foods must be the value determined in accordance with 250.51 (c.). However the Vendor is not required to credit the SFA for the value of such donated that are determined to be out-of-condition, and the SFA must ensure that such out-of-condition foods are not used in the child nutrition program.

9. When the Contract terminates, and is not extended or renewed, the Vendor must return unused donated ground beef, ground pork, and processed end products, and must return other unused donated foods at the discretion of the SFA.

#### **E. Child Nutrition Program Operations**

1. The Vendor, as agent for the SFA, shall serve, on such days and at such times as requested by the SFA: (a) Meals, priced as a unit, which meet the

meal pattern requirements prescribed by federal and state guidelines. The SFA and Vendor will actively promote maximum participation in the National School Lunch and Breakfast Programs; and (b) Such other food as may be agreed upon by Vendor and SFA. In order to offer a la carte food service, all eligible children must be offered free, reduced price and full price reimbursable meals. A la carte offerings will comply with applicable federal and state regulations.

2. For the first 21 days of meal service, Vendor shall adhere to the 21-day cycle menu provided in the IFB and developed in accordance with the provisions of 210.10 or 210.10 (a). Thereafter, changes in the menu may be made with the approval of the SFA.
3. The Vendor shall make recommendations to the SFA regarding the child nutrition program and the prices to be charged for meals and other food; however the SFA will retain control over the quality, extent, and general nature of its child nutrition program and shall have the right and responsibility to make the final decisions regarding such matters.
4. The Vendor shall cooperate with the SFA in promoting nutrition education in the school cafeteria and in the SFA's efforts to link nutrition education in the classroom with healthful foods, including fresh fruits and vegetables, offered in the school cafeteria. The Vendor shall promote nutrition education aspects of the SFAs child nutrition program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction and federal, state and local programs. The Vendor shall further promote the nutritional aspects of the child nutrition program by the types of foods they serve as part of the program meals, as well as a la carte and vending sales.
5. The Vendor shall supply foods required for students for when special diets have been prescribed by a medical doctor or other recognized medical authority. The Vendor shall seek assistance from a registered dietitian to translate the diet prescription into actual foods to be available.
6. The SFA may request the Vendor to provide additional food service; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage in conjunction with other school events.
7. The Vendor shall not be reimbursed for any meals which are spoiled or unwholesome at the time of service, that does not meet the specifications developed by the SFA, or that do not otherwise meet the requirements of this contract; provided, however, that no deduction shall be made unless the SFA shall give the Vendor written notification within 48 hours of the meal service for which the deduction is to be made, specifying the number

of meals for which the SFA intends to deduct payment and setting forth the reasons for the deductions. In addition, meals dropped by the students shall be replaced at no cost to the students.

8. The SFA must make potable water available to children in schools at no charge in all schools or places where reimbursable lunch meals are served during the meal service. In addition, water must be available in the afterschool snack program, and an effort should be made to provide drinking water during field trips with reimbursable bag lunches. However, availability of drinking water is not required at breakfast. The Vendor will include in their firm price the cost of cups, water pitchers or other supplies purchased in schools where a water fountain or faucet is not practical or available.

#### **F. Facilities, Equipment, and Inventory**

1. The Vendor shall provide all equipment required to hold and serve meals, to include delivery, installation, and training, as appropriate. The Vendor shall retain title to all Vendor-owned property and equipment. The Vendor shall provide, at no separate cost to the SFA, complete maintenance, repair, and replacement services for all Vendor-owned property and equipment. However, repairs or replacements due to the negligence of the SFA, its employees, or its agents shall be the sole responsibility and expense of the SFA. The SFA shall not remove any Vendor property or equipment from the SFA's premises without the written authorization of the Vendor.
2. The SFA shall retain title to all SFA-owned property and equipment. The SFA shall provide complete maintenance, repair, and replacement services for all SFA-owned property, equipment, and facilities. However, repairs or replacements due to the negligence of the Vendor, its employees, or its agents shall be the sole responsibility and expense of the Vendor. The Vendor shall not remove any SFA property or equipment from the SFA's premises without the written authorization of the SFA.
3. The SFA shall provide, maintain, and retain ownership of an adequate inventory of service wares, small expendable equipment and point of service equipment.
4. At the time of contract execution, the SFA and Vendor shall jointly inventory all property, equipment, USDA foods, food, and non-food related supplies to be utilized in the SFA's nonprofit child nutrition program (Appendix E). A summary of such inventory shall become part of the contract. The SFA represents and warrants that all SFA food and supplies inventories, including USDA foods, existing at the

commencement of operations hereunder are usable and shall meet the specified menu requirements. In addition, at the commencement of operations, the Vendor and SFA shall mutually agree on the usability of such existing inventory and shall make an appropriate adjustment, if necessary, to the value of such existing inventory with the exception of the USDA foods.

5. The SFA shall be responsible for any losses of USDA-donated foods which may arise due to equipment malfunction or loss of electrical power not within the control of the Vendor.
6. Upon expiration or termination of the Contract, it shall be the Vendor's responsibility to remove all Vendor-owned property and equipment within a timely manner and without damage to the SFA property, equipment, and facilities.

### **G. Regulatory Compliance**

1. The Vendor and SFA mutually agree to comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 USC 7401-7671q), the Federal Water Pollution Control Act, as amended (33 USC 1251-1387), Executive Order 117389, Section 6002 of the Solid Waste Disposal Act (42 USC 82) as further specified by 2 CFR 200.322, and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. The Vendor agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
3. The Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330), as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the Vendor shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provided that the worker is compensated at a rate not less than 1 ½ times the base rate of pay for all hours worked in excess of 40 hours in any workweek.
4. The Vendor shall comply with Executive Order 11246, entitled Equal

Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

5. The Vendor shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and USDA FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs."
6. The Vendor shall comply with the "Buy American" provision for contracts that involve the purchase of food as per 2 CFR 210.21(d) and 7 CFR Part 250.
7. The Vendor shall comply with the provisions of the Consumer Product Safety Act.
8. The Vendor shall complete and sign the *Certification of Independent Price Determination* form, *Certification Regarding Drug-free Workplace* form, *Non-Collusion Affidavit*, and *Disclosure of Lobbying Activities* form and shall include these documents as part of the offer. (See Attachments H, I, J, and N.)
9. The Vendor shall abide by all applicable state and federal laws when providing services under this contract.
11. The Vendor shall comply with all federal, state and local health and safety laws and regulations. All Vendor facilities shall be maintained in accordance with the Vendor's Hazard Analysis Critical Control Plan (HACCP) to ensure optimum levels of safety and quality, copies of which shall be available for review by SFA upon request. For SFA facilities, the Vendor must utilize the existing SFA food safety plan to include HACCP standards or implement a food safety plan approved by the SFA.
12. If the SFA/school engages in any on-site preparation of meals and/or other foods not referenced herein, the SFA/school shall be subject to state food safety requirements that may exceed those required by this IFB/contract, including but not limited to Retail Food Service Establishment Permit ("DHEC permit") and health inspection requirements administered by the South Carolina Department of Health and Environmental Control pursuant to SC Code of Regulations, R.61-25.
13. The Vendor shall comply with all federal, state, and local mandates regarding

the identification and recall of foods from the commercial and consumer marketplaces. The Vendor shall maintain a current documented process to address and resolve food recalls, copies of which shall be available for review by the SFA upon request. This documentation shall include a means for accurate and timely communication with the SFA, as well as specific protocols to identify and remove unsafe products from schools in an expedient, efficient, and effective manner.

14. In accordance with the requirements contained in 2 CFR 200.213 and 7 CFR 3017.300, the Vendor certifies, by submission of this proposal and subsequent contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The Vendor shall notify SFA during the term of the contract and any subsequent renewal periods if the status changes for the Vendor. Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government Excluded Parties List Systems in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

15. Pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), contractors that apply or bid for an award of \$100,000 or more must file the required certification contained in Attachment N of the IFB. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

## **H. Records and Record-keeping**

1. The Vendor shall maintain such records as the SFA will need to support its claim for reimbursement of the daily number of meals served by category. These meal counts must be reported daily. The Vendor will maintain all

additional records and reports required under the aforementioned programs (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities.

2. The Vendor must retain revenue records broken down by source, type and category of meal or food service (a la carte sales, reduced price and full price meals, snacks and vending machine sales, etc.) as required by the National School Lunch Program and its related initiatives. All such records shall be kept on file for three (3) years after the end of the school year to which they pertain. However, in the event of any unresolved audit findings, the records shall be retained beyond the three-year period for as long as required for resolution of the issues raised by the audit.
3. All records of the Vendor pertaining to the SFA's child nutrition program shall be made available to representatives of the SFA, SCDE, USDA, the U.S. Comptroller General, or the U.S. General Accounting Office, upon request, at Vendor's offices during regular business hours. The Vendor shall not remove federally required records from SFA premises upon contract termination.
4. The SFA and Vendor must provide all documents as necessary for the independent auditor to conduct the SFA's single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to SCDE.
5. The SFA and Vendor shall mutually agree upon a paper, scanner, and/or electronic storage protocol for all records that ensures accessibility and integrity of the contents. This protocol shall also specify ownership, as well as responsibilities for licensing fees and maintenance of any equipment, software, and/or supplies.

#### **I. Inspection of Vendor Facilities**

1. The SFA, SCDE, and USDA reserve the right to inspect the Vendor's preparation and storage facilities, as well as delivery vehicles prior to the award of a contract and at any time during the contract period, including the right to be present during preparation and delivery of food.
2. The Vendor must provide meals when requested for periodic inspection by the local or state health department or other authorized entity for food safety purposes.

#### **J. Ordering and Delivery Specifications**

1. The SFA and Vendor shall mutually agree upon the method and schedule for transmittal of orders and deliveries (including adjustments for holidays, vacations, and other scheduled closures) to ensure the shortest lead time possible to

minimize inventory levels at schools. The SFA and Vendor shall make all reasonable efforts to provide the maximum advance notification possible in the event of weather-related closures or other unforeseen events.

2. At a minimum, the Vendor shall provide preprinted order guides with current pricing for recording and transmitting orders. The Vendor shall also remove non-bid products from order guides. If Internet-based or other electronic ordering systems are used, the Vendor shall provide training and technical support to SFA and school staff. The Vendor shall also block non-bid products from being available for ordering.
3. Meals shall be delivered in accordance with the specification contained herein, as well as the approved menu cycle. In out-of-stock situations, the Vendor may deliver meals equal or superior to the out-of-stock meals. The substituted meals shall be delivered at a price equal to or lower than the out-of-stock meals. The SFA shall be notified at least 48 hours in advance of an out-of-stock condition, to include the transmittal of nutritional information and related documentation. The SFA shall approve the meals being replaced within 24 hours of notification by the Vendor. The Vendor shall provide appropriate indication of substituted meals on the invoice or via separate invoice. The Vendor assumes liability for unidentified allergens related to substituted meals. Unauthorized substitutions and/or chronic patterns of substitutions may be considered grounds for termination of the contract by the SFA and may constitute grounds for the rejection of future offers submitted by the Vendor.
4. All refrigerated food shall be delivered at a minimum internal temperature of 40° F or below.
5. Frozen food shall be delivered at a minimum internal temperature of 0° F or below, with no evidence of thawing and refreezing, including but not limited to ice crystals, freezer burn, discoloration, and/or odors.
6. Hot food shall be delivered at a minimum internal temperature of 140° F or higher.
7. The Vendor's drivers and helpers shall request the authorized school representative to verify the accuracy of quantities and code numbers of all meals, as well as the temperature and overall condition of meals. The authorized school representative shall sign each delivery ticket. Variations from the norm (i.e., shortages, damages, etc.) shall be noted on each ticket by the authorized school representative and initialed by both the driver and school receiver. The Vendor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage or failure to meet product specifications. 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

nor remove containers from master cases. Upon receipt, the SFA is responsible for ensuring compliance with the SFA's food safety plan.

8. If an emergency prevents the Vendor from delivering meals, the Vendor shall notify the SFA's authorized representative immediately by phone and electronic mail indicating the reasons for the problem and any available options to prevent disruption of meal service.
9. The SFA reserves the right to inspect and assess the quality of the meals. The SFA may reject any meals or components of meals that are unwholesome, of poor quality, damaged, incomplete due to inadequate portion sizes or missing number of components, or delivered in unsanitary conditions such as incorrect temperatures. The SFA will contact the Vendor immediately regarding the reasons for rejected meals or if an inadequate number of meals is delivered. If the Vendor cannot replace meals in time for meal service, the SFA can obtain meals from another source and deduct the actual cost of such meals from the monthly bill of the Vendor.
10. The SFA will not pay for daily meal deliveries made later than the regularly scheduled lunch or breakfast periods as listed on Appendix A, or as otherwise stated herein.

#### **K. Packaging Specifications**

1. All packaging shall meet the appropriate HACCP and related food safety guidelines. Cartons shall be labeled with appropriate identifying information, including but not limited to: vendor or producer's name and plant address; meal type and food items; date of production; and quantity of individual units per carton. Cartons and containers shall be new, appropriately designed for the meals, and sturdy enough to protect the safety and quality of meals from their original production through the final on-site preparation and meal service.
2. Packaging for individual meals intended to be served hot shall have an airtight closure and be capable of withstanding temperatures of at least 350° F or higher based on instructions provided by the Vendor to the SFA for final preparation prior to meal service. Packaging for bulk meals intended to be served hot shall be in stainless steel containers with lids and a depth of no more than four (4) inches.
3. Packaging for individual meals intended to be served cold and/or at room temperature shall have an airtight closure (as appropriate) and be capable of withstanding changes in temperatures without tearing or ripping under conditions or normal use. Packaging for bulk meals intended to be served cold and/or at room temperature shall be in food-grade containers with lids and a depth of no more than four (4) inches.
4. Meals should be delivered with condiments (as included in the menu specifications

and/or nutrient analysis), beverage straws, napkins, and disposable utensils, as applicable.

#### **L. Procurement**

1. The Vendor shall be responsible for purchasing all food and related supplies, and they shall be used solely in the SFA's nonprofit child nutrition program. The specifications including grade, purchase unit, style, weight, ingredients, formulations, etc. shall conform to the minimum food specifications found in Attachment D.
2. The Vendor must follow the procurement regulations as described in 2 CFR Part 200. The Vendor and SFA shall establish a written procurement plan that describes the child nutrition program's procedures for the acquisition of food, supplies, services, and equipment in accordance with federal, state and local laws. The procurement plan must include a system that enables each school site to confirm that food, supplies, and services that are procured are identical to those received. The Vendor may not serve as the Vendor unless the SFA's contract official approves an appropriate bid process to be followed to assure free and open competition according to 2 CFR 200.
3. The Vendor shall not assign or subcontract in whole or in part its rights or obligations under any contract resulting from response to this IFB without prior written consent of the SFA. Any attempted assignment without said consent shall be void and of no effect.
4. If the effective dates of any procurement contract that should be signed as a result of this IFB extend beyond the current state or federal fiscal year, the contract will be conditional upon the availability and receipt of federal, state and/or local funds.
5. All procurement records and supporting documentation shall remain on the premises and shall be made available to representatives of the SFA, SCDE, the State Attorney General, USDA, the U.S. Comptroller General, or the U.S. General Accounting Office, upon request. In the event of termination of the contractual agreement prior to the expiration of the records retention period specified in this IFB, copies of the procurement records supporting documentation shall be provided to the SFA.

#### **M. Accounting Practices, Revenues, and Receipts**

1. All federal and state reimbursements and cash receipts shall be utilized solely in the

SFA's nonprofit child nutrition program or for the improvement of such child nutrition program. All cash receipts shall be turned over to the SFA for deposit in the SFA's nonprofit school food service account. The SFA represents and warrants that all financial and operating information provided by the SFA to the Vendor is true, complete, and correct and presents fairly and accurately all items of revenue and expense of the SFA's nonprofit child nutrition program.

2. All books and records relating to the child nutrition program operation shall be made available, as required by state and federal regulations, for inspection and audit by the SFA, state or federal auditors.
3. In accordance with 7 CFR 250.51(a) and (b), the Vendor must credit the SFA for the value of all USDA-donated foods received for use in the SFA's meal service in the school year, or at least an annual basis, through invoice reductions, refunds, discounts, or other means.
4. Within twenty calendar (20) days after the end of each accounting period, the Vendor will submit to the SFA an invoice for the SFA's financial obligation for such accounting period. All invoices for services shall be paid ten (10) calendar days after the receipt of a correct invoice. The invoices shall display all services performed for the previous calendar month. Within thirty (30) days following the end of the current year, the Vendor shall submit to the SFA an operating statement for the current year and shall pay to the SFA the amount, if any, due or shall submit an invoice to the SFA.
5. All invoices presented for payment that are not paid within 30 calendar days of the date of the invoice shall be subject to a late fee with terms outlined in the contract. Any late fees or other penalties must be paid from the SFA's General Fund. Payment of late fees or other penalties, from the SFA's nonprofit school food service account is not allowable.
6. The Vendor must have an audit performed by an independent audit firm engaged by the Vendor. The audit must report on the Vendor's control, structure, policies, and procedures. A copy of the current audit must be retained on file by the SFA. Failure of the Vendor to provide the required audit will result in non-renewal of the contract.

#### **N. Licenses, Fees and Taxes**

1. Unless otherwise specified herein, the SFA shall obtain and post all federal, state and local licenses, permits, and other documents required to operate a nonprofit child nutrition program.

2. The SFA shall be responsible for all sales, use, excise taxes, as well as all other state and local taxes attributable to the SFA's nonprofit child nutrition program. The cost of all such licenses, permits and, taxes shall be charged as direct costs to the SFA.

#### **O. Insurance**

1. The Vendor is required to be insured adequately to support the terms of the contract. The Vendor shall maintain the insurance coverage set forth in this contract provided by insurance companies authorized to do business in the State of South Carolina. The Vendor may utilize a combination of primary and excess coverages to meet minimum limits referenced herein. However, if excess coverage is used, the Vendor acknowledges its due diligence responsibility regarding the coordination of insurers and policies to ensure there are no limitations or exclusions in coverage.
2. The Vendor shall have in effect during all times under this contract, comprehensive general liability insurance, including products and completed operations liability, contractual liability, independent contractor's liability coverage and personal injury coverage. Minimum coverage shall be \$1,000,000 per occurrence.
3. The Vendor agrees to provide automobile liability insurance covering all owned, hired, and non-owned vehicles used by the Vendor with the minimum coverage of \$1,000,000 combined single limit per accident.
4. The Vendor agrees to provide workers' compensation insurance as required by law, including employee liability coverage up to \$1,000,000.
5. The Vendor shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The Vendor further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments, and other articles owned by its employees.
6. The Vendor agrees to name the SFA as an additional insured on all insurance policies associated with services performed under this contract.
7. A Certificate of Insurance evidencing all coverage and specified amounts requested is required before work commences under this contract, as well as all subsequent contract renewals. All insurance policies required as a result this contract shall provide for notice of change or cancellation directly to the SFA in accordance with applicable policy provisions.

**P. Proprietary Information**

1. During the term of the contract, the Vendor may grant to the SFA a nonexclusive right to access certain proprietary materials of the Vendor, including, but not limited to, signage, operating or other manuals, recipes, menus and meal plans, and computer programs relative to or utilized in the Vendor's business or the business of any affiliate of the Vendor.
2. The SFA shall not disclose any of the Vendor's proprietary information or other confidential information, directly or indirectly, during or after the term of the contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the Vendor. All trade secrets and other confidential information shall remain the exclusive property of the Vendor and shall be returned to the Vendor immediately upon termination of the contract.
3. The SFA agrees that all proprietary computer software programs, marketing and promotional literature and materials used by the Vendor on the SFA's premises in connection with the food services provided by Vendor under this contract shall remain the property of the Vendor notwithstanding the fact that the SFA may have received a charge for the use of such proprietary materials in connection with the SFA's child nutrition program.
4. Upon termination of the contract, all use of trademarks, service marks and logos owned by the Vendor or licensed to the Vendor by third parties shall be discontinued by the SFA, and the SFA shall immediately return to the Vendor all proprietary materials.
5. The Vendor acknowledges that during the course of this contract, the Vendor shall have access to business systems, techniques, and methods of operation developed at the expense of the SFA and the Vendor acknowledges that the assets belong to the SFA. The Vendor agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this contract.

**Q. Term and Termination**

1. This Contract between the Vendor and SFA shall remain in force for one (1) year unless terminated sooner as herein provided. Options for yearly renewals may not exceed four (4) additional years.
2. If either party shall fail or be unable to perform or observe any of the terms or conditions of this contract for any reason other than excused

performance reasons stated, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice the failure has not been corrected, the injured party may terminate the contract for cause by giving sixty (60) calendar days written notice, or, in the case of the SFA, effect such other arrangements as the SFA deems desirable during the continuation of the Vendor's inability or failure to perform.

3. Neither the Vendor nor the SFA shall be responsible for any losses resulting from the failure to perform any terms or provisions of the contract, except for payments of monies owed, if the party's failure to perform is attributable to: war, riot, acts of public enemies, or other disorders; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."
4. In the event of a Force Majeure, which interferes with the operation of the SFAs child nutrition program, upon request, the Vendor will take all reasonable steps to continue to provide service upon the terms and conditions satisfactory to the Vendor and SFA.
5. In the event that the Vendor is not able to perform under this contract due to events beyond its reasonable control (i.e., strike, labor or material shortage, fire, flood, or other casualty or Acts of God), the SFA may, at their option, terminate this contract and assume control of the facilities, equipment, food, supplies, expendables, etc., necessary for the continued operation of the SFA's child nutrition program operation.
6. Notwithstanding any other provision of this contract, both parties shall be deemed to have retained any and all administrative, contractual, and legal rights and remedies to which they may be entitled.
7. The SFA agrees that if, upon being advised in writing by the Vendor that the Vendor's services are not returning a fair and equitable profit, the SFA and the Vendor fail to effectuate new financial arrangements within thirty calendar (30) days that rectify this problem, this contract may thereupon be terminated by the Vendor by giving sixty (60) days written notice to the SFA.
8. The SFA or FMSC may terminate this contract for convenience, subject to the relevant provisions of the South Carolina Consolidated Procurement Code (South Carolina Code of Laws, Title 11, Section 35, the South

Carolina Code of Regulations, R.19-445, and the Procurement Compendium (currently Version 2.0.1 (June 2015)) and/or the SFA's local procurement code, as applicable.

9. In the event of a change in the funding from federal and/or state sources, the SFA reserves the right to modify or terminate the contract, as necessary.
10. The SFA may terminate this contract for breach/neglect as determined by the SFA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage, failure to provide required information statements, failure to maintain quality of food and service at a level satisfactory to the SFA, or failure to comply with federal and state regulations. The SFA is the responsible authority without recourse to SCDE, USDA, and any other associated governmental entities for the settlement and satisfaction of all contractual and administrative issues arising for the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction.
11. Upon the termination or expiration of the contract, the Vendor shall, as soon thereafter as is feasible, vacate all parts of the SFA premises occupied by the Vendor and return the premises to the SFA, together with all the equipment furnished by the SFA pursuant to this contract, in the same condition as when originally made available to the Vendor, excepting reasonable wear and tear, as well as fire and other casualty loss.

#### **R. Additional Conditions**

1. No oral interpretations of the IFB requirements shall be binding on the SFA. All changes in the IFB requirements shall be in writing and shall be issued in the form of an amendment to the IFB no less than five (5) calendar days prior to the bid opening.
2. By entering a response to this IFB, the Vendor certifies that the corporation, firm or person is submitting an offer for the same materials, supplies, equipment, or services as specified in the IFB. The Vendor certifies that the offer is in all respects fair and without collusion or fraud. The Vendor certifies that they understand that collusive bidding is a violation of federal law and can result in fines, prison sentences and, civil damage awards.
3. Conflicts of interest, gratuities and kickbacks or other inducements are prohibited. Any employee or official of the SFA, 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 SFA shall be deemed guilty of a felony, and upon conviction, such person or persons shall be subject to punishment in accordance with state and federal laws.

4. Contracts that permit receipts and/or expenses to accrue to the Vendor are prohibited.
5. The SFA reserves the right to accept and/or reject any and all offers in the best interest of the SFA. The Vendor agrees that only a fixed firm price contract shall be acceptable. Offers that are submitted based on a “cost-plus-a-percentage-of-cost” or “cost-plus-a percentage-of-income” basis are prohibited and will not be accepted.
6. Final acceptance of any contract as a result of response to this IFB shall be subject to approval by the South Carolina Department of Education. This approval requirement shall also extend to any future amendments that may constitute a material change to the contract, as well as the allowable contract renewals specified herein.

#### **S. Meal Pricing**

1. All prices quoted in the offer must be calculated based on the menu(s) in Appendix C. Milk will be supplied by Vendor (specify Vendor or SFA).
2. The price per meal must include the meal, milk (if provided by the Vendor), condiments, serving utensils if applicable, packaging and containers needed to transport food in a sanitary manner, and transportation to the SFA.
3. All offers must be submitted using the Bid Summary form attached herein. All rates must be written in ink or typed in the blank spaces(s) provided and then estimated totals must be carried out to the second decimal and must not be rounded.
4. The bid price must be calculated net of applicable discounts, rebates, and credits received by the Vendor and must not include the use of USDA foods, alternate pricing structures such as guaranteed USDA food credits, or Offer vs. Serve credits unless otherwise stated herein.
5. The SFA is not obligated to purchase any minimum number or

dollar amount of meals under this contract.

6. The Vendor shall receive a fixed meal rate for each reimbursable breakfast, lunch, afterschool snack and/or summer meal served.
7. The Vendor shall credit the SFA's monthly invoice for the value of all USDA-donated foods as specified herein. The credit shall be recorded as a separate line item entry. Attached to the invoice shall be a detailed list of USDA-donated food items used.
8. The Vendor shall submit separate invoices for meals and special functions provided outside of regular child nutrition program activities.

**T. Vendor Personnel Standards**

Vendor personnel shall present a professional appearance at all times while on SFA property. Personnel shall be neat, clean, well-groomed, properly uniformed, and conduct themselves in a respectable and courteous manner. In addition, all personnel shall possess and display proper identification. Tobacco products, alcohol, and drugs, as well as guns, knives, or other weapons shall not be allowed on SFA premises. The SFA shall provide the Vendor with written documentation as to any additional personnel standards and/or restrictions, as well as on-site safety and security guidelines.

The Vendor shall obtain, at their expense, criminal background checks for all personnel associated with the performance of the contract. The Vendor shall not permit employment of any person with a criminal record without written permission of the SFA. Upon request of the SFA, the Vendor shall provide proof that such background checks were executed and the SFA-mandated employment restrictions were followed.

The SFA reserves the right to prohibit any employee of the Vendor from providing services on SFA property or at SFA events if the SFA determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, SFA/school personnel, or others.

**U. Customer Service and Support Functions**

The Vendor shall provide a direct representative to screen and/or discuss orders with the SFA on a weekly basis. In addition, this representative shall also serve as the primary point of contact for the SFA to ensure Vendor compliance with the terms and conditions of the contract, as well as resolve any customer service issues.

## **SECTION SIX – Vendor Offer Format and Attachments**

The Vendor shall submit a Letter of Intent stating that the offeror is qualified to provide vended meal services for a nonprofit child nutrition program as described herein (Attachment A).

The Vendor shall include a complete nutritional analysis of the 21-day menu cycle provided by the SFA (Attachment C). The 21-day cycle menu developed by the SFA is included (Appendix C).

The Vendor shall include detailed product descriptions and portion sizes that would be used with the 21-day menu cycle provided by the SFA (Attachment D).

The Vendor shall prepare a separate 21-day cycle menu in response to the menu provided by the SFA (Attachment E).

The Vendor shall include a training plan that describes what training resources and documentation will be provided to ensure that SFA staff has the appropriate knowledge and skills to complete any finishing work needed to present the meals for service, to include the operation and routine maintenance of any vendor-provided equipment. This plan should reference any distinctions between initial training at the beginning of the initial contract period and refresher training that may take place throughout any contract renewal periods. Unless otherwise specified, the SFA shall be responsible for all other training requirements associated with the operation of their child nutrition program (Attachment F).

The Vendor shall include a list of all expendable and non-expendable equipment that will be provided for use by the SFA (Attachment G).

The Vendor shall sign a “Drug-Free Workplace” policy (Attachment H).

The Vendor shall sign a “Non-Collusion Affidavit” (Attachment I) and “Certificate of Independent Price Determination” (Attachment J).

The Vendor shall include a list of all SFAs where the Vendor is currently or has ever provided vended meals services to non-profit child nutrition programs in South Carolina within the last 5 years, as well as client references (Attachments K and L).

The Vendor shall include a balance sheet or annual report of the Vendor’s last fiscal year of operation, Certification of this report by a Certified Public Accountant is required. The Vendor shall further disclose to the SFA any recent financial events or developments

that are not represented in the above report. Any such information submitted shall be evaluated by the SFA to determine if the information could have a material effect on the Vendor's ability to successfully provide vended meal services (Attachment M).

The Vendor assures that, by signing the contract, the Vendor has not been debarred from entering into contracts with the federal government or any entity receiving federal funds or suspended from entering contracts during a time when the Vendor is being investigated for a legal action is being taken to debar the Vendor from contracting activities.

Other - Other (to be specified by SFA) in writing, if applicable (Attachment P).

The Vendor will include this document in its entirety as part of the Vendor's response to the IFB. All documents presented by the Vendor, including the IFB/contract and all appendices, attachments and exhibits will become part of the final contract.

## **SECTION SEVEN – Checklist for Vendor Offer Attachments**

The following information/documents shall be provided by the Vendor as part of the offer:

- Attachment A** Letter of intent
- Attachment B** Fixed firm price cost summary with original signature
- Attachment C** Nutrition analyses for 21-day cycle menu
- Attachment D** Product descriptions for menus/items on 21-day cycle menu
- Attachment E** 21-day cycle menu
- Attachment F** Training Plan
- Attachment G** List of Expendable and Non-Expendable to be provided by the Vendor
- Attachment H** Drug-Free Workplace Policy
- Attachment I** Non-Collusion Affidavit
- Attachment J** Certificate of Independent Price Determination
- Attachment K** List of all SFAs where the Vendor is currently or has ever provided vended meals services to non-profit child nutrition programs in South Carolina within the last 5 years
- Attachment L** Client References
- Attachment M** Annual report of the Vendor's last fiscal year of operation
- Attachment N** Certification Regarding Lobbying
- Attachment O** Contents of the IFB/Offer, including all appendices, attachments and exhibits
- Attachment P** Any Other Attachments and Exhibits not otherwise

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

**Attachment**

**A**

**LETTER OF INTENT**

The Vendor shall submit a letter of Intent stating how they are qualified to provide vended meal service for a nonprofit child nutrition program.

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)



outlined in the IFB.

I certify by my signature below that as authorized representative of the Vendor, I certify that the Vendor is qualified to submit an offer as indicated in the IFB and accept the basis for selection of a Vendor.

Signature:
Print or Type Name:
Title:
Telephone:
e-mail:
Date:

**Attachment C**

**TWENTY-ONE DAY CYCLE MENU  
NUTRITIONAL ANALYSES FOR NSLP AND SBP  
(TO BE PROVIDED BY VENDOR FOR IFB)**

**Attachment D****PRODUCT DESCRIPTIONS AND CN LABEL PRODUCTS****(TO BE PROVIDED BY VENDOR FOR IFB)****Must Meet the Following Minimum Food Specifications**

**Meats/Seafoods: All meats, meat products, poultry, poultry products, and fish shall be government inspected.**

- Beef, lamb and veal shall be USDA Grade Choice or better.
- Beef must be at least 75:25 lean to fat, preferably 80:20 lean to fat.
- Pork shall be US No. 1 or US No. 2.
- Poultry shall be US Government Grade A.
- Seafood shall be top grade; frozen fish must be a nationally distributed brand. All fish must also have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading requirements for a USDC Grade A product or a product packed under federal inspection (PUFI) by the USDC.

**Dairy Products: All dairy products shall be government inspected.**

- Fresh eggs, USDA Grade A or equivalent
- Frozen eggs, USDA inspected
- Milk pasteurized Grade A

**Fruits and Vegetables**

- Fresh fruits and vegetables selected according to written specifications for freshness, quality and color – US Grade A Fancy.
- Canned fruits and vegetables selected to requirements US Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices).
- Frozen fruits and vegetables shall be US Grade A Choice or better.

**Baked Products**

- Breads, rolls, cookies, pies, cakes and pudding either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements as applicable.

**Staple Groceries**

- Staple groceries to be a quality level commensurate with previously listed

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standards.

**NOTE: Where vendors are available, all reasonable efforts will be made to bid all bread and milk**

**locally to ensure highest quality for lowest cost.**

**All products purchased above under the “private label” brand from a food service**

**distributor shall be at first quality or better.**

**Attachment E**

**21-DAY CYCLE MENU INCLUDING PRODUCT DESCRIPTIONS AND  
SERVING SIZES**

**(To be completed by Vendor)**

**Attachment F****TRAINING PLAN**

Include a training plan that describes what training resources and documentation will be provided to ensure that SFA staff has the appropriate knowledge and skills to complete any finishing work needed to present the meals for service, to include the operation and routine maintenance of any vendor-provided equipment. This plan should reference any distinctions between initial training at the beginning of the initial contract period and refresher training that may take place throughout any contract renewal periods.

**Attachment G**

**LIST OF ADDITIONAL EXPENDABLE AND NON-EXPENDABLE  
EQUIPMENT TO BE PROVIDED  
(To be completed by the Vendor)**

**Attachment H****INSTRUCTIONS FOR CERTIFICATION FOR DRUG-FREE WORKPLACE**

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award. If there is no application, the grantee must keep the identity of the workplace(s) on the file in this office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified in the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
  - **Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
  - **Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
  - **Criminal drug statute** means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, use, or possession of any controlled substance;
  - **Employee** means the employee of a grantee directly engaged in the performance of work under a grant, including (1) all "direct charges" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personal and consultants who are

directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

## Attachment H

### Spartanburg Preparatory School

#### GOVERNMENTWIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

This part carries out the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) that applies to grants. It also applies the provisions of the Act to cooperative agreements and other financial assistance awards, as a matter of Federal Government policy. 7 CFR Part.400 requires the awarding official to obtain each recipient's agreement, as a condition of the award, to comply with the requirements of Subpart B and C of this regulation. 7 CFR Part 3021.200 through 3021.300 provides specific requirements that must be followed.

A. There are two requirements if you are a recipient other than an individual.

- (a). Must make a good faith effort, on a continuing basis, to maintain a drug-free workplace by:
- (1). Publishing a drug-free workplace statement and establish a drug-free awareness program as per 7CFR 3021.205 through 3021.220); and
  - (2). Taking actions concerning employees who are convicted of violating drug statutes in the workplace. (7 CFR 3021.225)
  - (3). Identifying all known workplaces under your Federal awards ( 7CFR 3021.230)
- (b). The drug-free workplace statement must:
- (1). Tell your employees that the unlawful manufacture, distribution, dispensing, possession of use of a controlled substance is prohibited in your workplace;
  - (2). Specify the actions you take against employees for violating that prohibition and
  - (3). Let each employee know that, as a condition of employment under any award, he or she:
    - a. Will abide by the terms of the statement; and
    - b. Must notify you in writing if he or she is convicted for a violation of a criminal drug statute

occurring in the workplace and must do so no more than five calendar days after the

conviction.

(4). Must require that a copy of the statement described in 7 CFR 3021.205 be given to each

employee who will be engaged in the performance of any Federal award.

B. The grantee must publish the drug-free workplace statement and establish a drug-free awareness program if the grantee is a new recipient and do not currently have a policy statement as described in 7 CFR 3021.205 and an ongoing awareness program as described in 7 CFR 3021.215, the recipient must publish the statement and establish the program by the time listed below:

(1). If the performance period of the award is less than 30 days, the you must have the policy statement and program in place as soon as possible, but before the date on which performance is expected to be completed.

(2). If the performance period of the award is 30 days or more, then you must have the policy statement and program in place within 30 days after award.

(3). If you believe there are circumstances that will require more than 30 days for you to publish the policy statement and establish the awareness program, then you may ask the Department of Agriculture awarding official to give you more time to do so. The amount of additional time, if any, to be given is at the discretion of the awarding official.

C. There are two actions the must be taken if an employee is convicted of a drug violation in the workplace: as per Part 3021.225:

(a). First, you must notify Federal agencies if an employee is who is engaged in the performance of an award informs you about a conviction, as required by 7 CFR 3021.205©(2), or you otherwise learn of

the conviction. Your notification to the Federal agencies must

- (1). Be in writing;
- (2). Include the employee's position title;
- (3). Include the identification number(s) of each affected award;
- (4). Be sent within ten calendar days after you learn of the conviction, and
- (5). Be sent to every Federal agency on whose award the convicted employee was

working. It must be sent to every awarding official or his or her official designee, unless the Federal agency has specified a central point for the receipt of the notices.

(b). Second, within 30 calendar days of learning about an employer's conviction, you must either

(1). Take appropriate personnel action against the employee, up to and including termination,

consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended,

or

(2) Require the employee to participate satisfactorily in a drug abuse assistant or rehabilitation

program approved for these purposes by a Federal, State, or local health, law enforcement, or

other appropriate agency.

D. The grantee must identify all known workplaces by under each Department of Agriculture award. A failure to do so is a violation of your drug-free workplace requirements as contained in 7 CFR 3021.230. The grantee may identify the workplaces

(1) To the Department of Agriculture official making the award, either at the time of application or upon

award; or

(2) In documents that you keep on file in your offices during the performance of the award, in which case

you must make the information available for inspection upon request by Department of Agriculture

officials or their designated representatives.

(a). Your workplace identification for an award must include the actual address of buildings (or parts of buildings) or other sites where work under the award takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations.

(3) If you identified workplaces to the Department of Agriculture awarding official at the time of application or award, as described in paragraph (a)(1) of this section, and any workplace that you identified changes during the performance of the award, you must inform the Department of Agriculture awarding official.

E. As an individual recipient according to 7 CFR 3021.300, an individual recipient, must agree that:

(1) They will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity related to the award; and

(2) If you are convicted of a criminal drug offense resulting from a violation occurring during the conduct of any award activity, you must report the conviction.

(a). In writing.

(b). Within 10 calendar days of the conviction.

(c) To the Department of Agriculture awarding official or other designee for each award that you currently have, unless 7 CFR 3021.301 or the award document designates a central point for

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

the  
receipt of the notices. When notice is made to a central point, it must include the  
identification  
number(s) of each affected award.

Check  if there are workplaces on file that are not identified here.

---

\_\_\_\_\_  
Organization Name

Award Number or Project Name

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\_\_\_\_\_  
Name and Title of Authorized Representative

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\_\_\_\_\_  
Signature

Date

**Attachment I****INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
2. This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an affidavit in compliance with these instructions will result in disqualification of the bid.

**Attachment I**

**NON-COLLUSION AFFIDAVIT**

**State of** \_\_\_\_\_ :

**Contract/Bid No.:** \_\_\_\_\_ :

**County of** \_\_\_\_\_ :

I state that I am \_\_\_\_\_ of  
\_\_\_\_\_ and that I am  
(Title) (Name of Firm)

authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 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.
- 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.
- 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.
- The bid of my firm has 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.

\_\_\_\_\_, its affiliates, subsidiaries, officers, directors, employees are not

(Name of my Firm)

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:

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**NON-COLLUSION AFFIDAVIT (continued)**

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(Name of my Firm)

state that

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understands and acknowledges that the above representations are material and important,  
and will be relied on by \_\_\_\_\_ in  
awarding (Name of Public Entity)

the contract(s) for which this bid is submitted. I understand and my firm understands that  
any misstatement in this affidavit is and shall be treated as fraudulent concealment from  
\_\_\_\_\_ of the true facts relating to  
submission of (Name of Public Entity)  
bids for this contract.

---

(Name and Company Position)

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

**SWORN TO SUBSCRIBED**

**BEFORE ME THIS \_\_\_\_\_ DAY**

**OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
**NOTARY PUBLIC**

**My commission expires: \_\_\_\_\_**

**Attachment J**

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

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

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

(B) Each person signing this offer certifies that: responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

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

\_\_\_\_\_  
Signature of Vendor’s Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Vended Meals IFB for

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

---

Signature of Authorized Sponsor Representative

**Attachment K**

**List of all SFAs where the Vendor is currently or has ever provided vended meal services to non-profit child nutrition programs in South Carolina within the last five years.**

**Attachment L**

**CLIENT REFERENCES**

Organization Name	Total Years of FMSC Experience	Total Years of CNP Experience	Contact Person	Address	Phone	Years of Operation in the SFA	Number of Schools Serviced

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)


**The SFA Procurement Officer may contact, by telephone or personal visit, an equitable and reasonable number of references for each responsive offeror. A written questionnaire is usually developed, identifying the reference and questions to be asked. A brief summary of the answers is then recorded on the form. Upon completion, the results should be documented as part of the evaluation records prior to the issuance of an award.**

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

**Attachment M**

**Annual Report of the Vendor's Last Fiscal Year of Operation**

**Spartanburg Preparatory School  
Certification Regarding Lobbying**

**Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.**

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name/Address of Offeror Organization

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 Printed Name/Title of Submitting Official

---

 Signature and Date

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF  
LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency).

- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
- 11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

*According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection*

**Attachment N**

Approved by OMB No. 0348-0046

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See Reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b>                  a. contract b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application b. initial award                  c. post-award</p>	<p><b>3. Rep</b>                  a. in                  b. mater  <b>For Material Change Only:</b>                  year quarter                  date of last report</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  Prime Subawardee                  Tier, if known:                  Congressional District, if known:</p>		<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of</b>                  Congressional District,</p>
<p><b>6. Federal Department/Agency:</b></p>		<p><b>7. Federal Program Name/De</b>                  CFDA Number, if</p>
<p><b>8. Federal Action Number, If known:</b></p>		<p><b>9. Award Amount,</b></p>
<p><b>10. a. Name and Address of Lobbying Registrant</b>                  (If individual, last name, first name, MI):</p>		<p><b>b. Individuals Performing Services</b> (Including address different from No. 10a) (last name, first name)</p>
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		<p>Print Name:                  Telephone No.: Date:</p>
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Re                  Standard Form LLL</p>

**Attachment O**

**Contents of the IFB/Offer, including all Appendices, Attachments and Exhibits**

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

**Attachment P**

**Any Other Attachments and Exhibits not otherwise specified**

**SECTION EIGHT – CONTRACT  
AUTHORIZATION\***

*\*Contract authorization must be submitted to SCDE with entire Vendor offer and proof of SFA board approval.*

The offeror certifies that the Vendor shall operate in accordance with all applicable state and federal regulations. The offeror certifies that all terms and conditions within the IFB shall be considered a part of the Contract as if incorporated therein.

No modifications or changes may be made to this Contract without full consent of all signators. Any additions or changes to the Contract that change or negate the mandatory portions of the contract as written will automatically invalidate the contract.

This Contract shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods.

All signatures must be original and must be in place prior to the commencement of any contractual work.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

**ATTEST:**

**SCHOOL FOOD AUTHORITY (SFA)**

	Name of SFA
Witness	Signature of Authorized Representative
	Printed Name of Authorized Representative
	Title
	Date

**ATTEST:**

**VENDOR (Vendor)**

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

Witness	Name of Vendor
	Signature of Authorized Representative
	Printed Name of Authorized Representative
	Title
	Date

**APPROVAL:  
OF EDUCATION**

**SOUTH CAROLINA DEPARTMENT  
(SCDE)**

Signature of Authorized Representative	Printed Name of Authorized Representative
	Title
	Date

**VENDED MEAL SERVICE CONTRACT RENEWAL AGREEMENT  
Spartanburg Preparatory School  
Contract Period: August 1, 2019 through July 30, 2020**

**Insert SFAName Here**, hereafter called “SFA” and **Insert Vendor Name Here**, hereinafter called “Vendor,” hereby agree that the Vendor will provide meals for the SFA’s child nutrition program during the period referenced above.

This renewal agreement is constituted by the SFA’s acceptance of the Vendor’s offer to the SFA’s original **Insert Year of Original Contract Start Date** Invitation for Bid and Subsequent Contract effective August 1, **Insert Year of Original Contract Start Date**. The Vendor agrees to comply with all parts of the contract.

The Firm Price meal rate fee for the 20**xx**-20**xx** school year will be:

Breakfast \$ **\_\_\_\_\_**; Lunch \$ **\_\_\_\_\_**; and Afterschool Snack \$ **\_\_\_\_\_**.

However, if the lunch and breakfast meals do not meet the current meal pattern and nutrition standards required by USDA, as determined by USDA, SCDE, or any other government entity with monitoring authority, the Vendor shall reimburse the SFA in the amount equal to the sum of all meal rate fee(s) paid to the Vendor from the date of implementation of the meal rate fee through the date of such determination.

The following supporting documents must be included with and become part of this renewal agreement:

1. A copy of any amendments, subcontracts, letter agreements, or other relevant documentation pertaining to the contract which has not previously been furnished to SCDE;
2. An amended list of schools, if the SFA has added/deleted schools to/from the contract;
3. Documentation through cost or price analysis supporting a request for an increase in the meal rate fee charged by the vendor. The average percentage increase in the “food away from home” series of the Consumer Price Index from April 20**xx** to April 20**xx** is **x.x**%. This is the **maximum** percentage of increase that will be approved; and
4. A copy of the vendor’s current certificates of liability insurance coverage naming the SFA as the certificate holder and/or additional insured.

No modifications or changes shall be made to this contract without full consent of all signatories. Any additions or changes to the contract that change or negate the mandatory portions of the contract as written shall automatically invalidate the contract.

**ATTEST:**

**SCHOOL FOOD AUTHORITY (SFA)**

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

Witness	Name of SFA
	Signature of Authorized Representative
	Printed Name of Authorized Representative
	Title
	Date

**ATTEST:**

**VENDOR (Vendor)**

Witness	Name of Vendor
	Signature of Authorized Representative
	Printed Name of Authorized Representative
	Title
	Date

**APPROVAL:  
EDUCATION**

**SOUTH CAROLINA DEPARTMENT OF  
(SCDE)**

Signature of Authorized Representative	
	Printed Name of Authorized Representative
	Title
	Date

## SECTION NINE – UNALLOWABLE CONTRACT PROVISIONS

The following indicate problem areas that have been identified in SFA-Vendor contract documents. The contract documents must be thoroughly checked, regardless of the procurement method used, to ensure that these areas have not been included, in any form. Indicate with a check mark (✓) in each block that the review of the document(s) indicates that there are no such provisions in the reviewed document(s), unless specified below.

Check (✓) as described above.

- 1. **Cost Plus a Percentage of Cost/Income**--cost plus a percentage of cost/income to the Vendor, however represented.
- 2. **Duplicate Fees**--fee structures that permit a Vendor to bill management fees and charge the same costs as cost-reimbursable expenses.
- 3. **Purchasing**--if the SFA does any additional purchasing, clauses that limit the selection of purveyors to only Vendor-approved purveyors; (Vendor may not serve as a purveyor).
- 4. **Acceleration Clause**--provisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not re-negotiated.
- 5. **Interest Payments**--interest payments to the Vendor, however represented, including interest payments for equipment purchases.

- 6. **Delegation of SFA Responsibilities**--Vendor responsibility for any of the functions that must be retained by the SFA.
- 7. **Automatic Renewal**--provisions which automatically renew the contract.
- 8. **Processing Contracts**--contract document language that permits the Vendor to ultimately subcontract USDA Foods for further processing.
- 9. **USDA Foods Rebates, Prepayment or other Procurement Bonuses, Special Promotions**--contract document language that permits such rebates, special promotions, other financial purchasing incentives to accrue to the Vendor or any other entity besides the SFA's nonprofit child nutrition program.

For the item(s) above not checked (✓), indicate item number(s) with corresponding page number(s) of document(s) where provision(s) appears.

Item Number(s)	Page Number(s)
_____	_____
_____	_____
_____	_____

**SECTION TEN – Monthly Consolidated Invoice Template**

**Remit Check To:**

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**#:** \_\_\_\_\_

**INVOICE**

**Program Name:** \_\_\_\_\_ **Calendar Month** \_\_\_\_\_  
**Year:** \_\_\_\_\_

**REIMBURSEMENT  
 DESCRIPTION  
 AMOUNT DUE**

**# OF MEALS**

**RATE**

**I. BREAKFAST: (Also for SSOP, If applicable)**

**Student Meals** \_\_\_\_\_ **X** \_\_\_\_\_ =  
 \_\_\_\_\_

**Adult Meals** \_\_\_\_\_ **X** \_\_\_\_\_ =  
 \_\_\_\_\_

**Inkind Meals** \_\_\_\_\_ **X** \_\_\_\_\_ =  
 \_\_\_\_\_

**BREAKFAST TOTAL** \_\_\_\_\_  
 \$ \_\_\_\_\_

**II. LUNCH: (Also for SSOP, If applicable)**

**Student Meals** \_\_\_\_\_ **X** \_\_\_\_\_ =  
 \_\_\_\_\_

**Adult Meals** \_\_\_\_\_ **X** \_\_\_\_\_ =  
 \_\_\_\_\_

**Inkind Meals** \_\_\_\_\_ **X** \_\_\_\_\_ =  
 \_\_\_\_\_

**LUNCH TOTAL:** \_\_\_\_\_  
 \$ \_\_\_\_\_

**III. AFTERSCHOOL SNACK PROGRAMS:**

**Student Meals** \_\_\_\_\_ **X** \_\_\_\_\_ =

Vended Meals IFB for

(SFA) \_\_\_\_\_ (Date)

\$ \_\_\_\_\_

**IV. BREAKFAST, LUNCH &**

**\$ \_\_\_\_\_**

**AFTERNOON SNACKS**

**V. LESS DONATED FOODS RECEIVED**

**\$ \_\_\_\_\_**

**VI. TOTAL TO BE REMITTED:**

**\$ \_\_\_\_\_**

**The SFA will use this billing format for child nutrition program contract purposes.**

**SECTION ELEVEN – List of Potential Offerors**

*\*Updated March 4, 2019*

**Aramark**

Andre' Obendorfer, Director of Business Development  
501 Indian Run Road  
Glenmoore, PA 19343  
Cell (610) 637-4114  
obendorfer-andre@aramark.com  
www.aramark.com

**Chartwells, Inc.**

Lisa Ramos, Regional Sales Director  
7092-B Howard Street  
Spartanburg, South Carolina 29322  
(407) 773-3765  
lisa.ramos@compass-usa.com  
www.chartwellsk12.com

***Gourmet Gorilla***

*Jason Weedon, CEO: FSMC, Vendor & Processor*  
1074 W. Taylor Street, Box 126  
Chicago, IL 60607  
(877) 219-3663  
jason@gorillakids.com  
www.gourmetgorilla.com

***Metz Culinary Management***

*Dave Pisarchik, District Manager - Business Development*  
1124 Norwood Street  
Johnstown, PA 15904  
(814) 242-6283 / Cell (814) 242-6283  
davep@metzcorp.com  
www.metzculinary.com

**The Nutrition Group**

Lyle Kerrick, Regional Sales Director  
1706 Bloom Road  
Danville, PA 17821  
(570) 284-4549 / Cell (570) 760-4548  
lkerrick@thenutritiongroup.biz

[www.thenutritiongroup.biz](http://www.thenutritiongroup.biz)

**Preferred Meal Systems, Inc.**

David Jones, Contract Administrator  
5240 St. Charles Road  
Berkeley, IL 60163  
(708) 318-2500 x 9968  
David.jones@preferredmeals.com  
[www.preferredmeals.com](http://www.preferredmeals.com)

**Southwest Food Service Excellence (SFE)**

Mike Reese, VP-Business Development  
9366 East Raintree Drive, Suite 101  
Scottsdale, AZ 85260  
(214) 587-3957  
mike.reese@sfellc.org  
[www.sfellc.org](http://www.sfellc.org)

**SLA Management, LLC**

Brian Albertson  
3217 Corrine Drive  
Orlando, FL 32803  
(407) 740-7677  
b.albertson@slamgmt.com  
[www.slamgmt.com](http://www.slamgmt.com)

**Sodexo Management Services**

Chas Harris, Director of Business Development  
8985 Winding Way  
Germantown, TN 38139  
Cell (901) 846-8316  
chas.harris@sodexo.com  
[www.sodexousa.com](http://www.sodexousa.com)