

**Charleston County School District  
 Best Value Bid**

**Nutrition and Food Services**

**Solicitation Number: B2441**

**Description: Purchase of Perishable and Non-perishable Food Items and Distribution**

**Date: April 29, 2024**

**SUBMIT OFFER BY: May 29, 2024 by 2:00 PM ET**

**QUESTIONS MUST BE RECEIVED BY: May 9, 2024 by 12:00 PM ET**

**NUMBER OF COPIES TO BE SUBMITTED: THREE HARD COPIES AND ONE ELECTRONIC COPY**

**PROCUREMENT OFFICIAL CONTACT:**

**Procurement Services  
 Attention: Debra Coen  
 3999 Bridge View Drive  
 North Charleston, SC 29405  
 Phone: 843-566-1982  
 Email: [debra\\_coen@charleston.k12.sc.us](mailto:debra_coen@charleston.k12.sc.us)**

**The term “Offer” means your “Bid” or “Proposal”.**

**Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.**

You must submit a signed copy of this form with your offer. By submitting a bid or bid, You agree to be bound by the terms of the Solicitation. You agree to hold your offer open for a minimum of ninety (90) calendar days after the Opening date.

Print Name of Offeror (Full legal name of business submitting the offer)		Date Signed
Authorized Signature (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)		Taxpayer Identification No.
Title (Business title of person signing above)		Telephone Number
Printed Name (of person signing above)		Facsimile Number
Company Address (Street, City, State & Zip Code)		
Contact Person(if different than authorized signature)		Email Address
Telephone Number	Facsimile Number	

Cover Page

AWARDS & AMENDMENTS: Awards will be posted at the Physical Address stated above on or before **June 28, 2024**. The award, this solicitation, and any amendments will be posted at the following website URL: <https://www.ccsdschools.com/Page/432>

ACKNOWLEDGEMENT OF AMENDMENTS: Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. See “Amendments to Solicitation” in Section II Instructions to Offerors.

Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.	Amendment No.
1	2	3	4	5	6	7
Initial	Initial	Initial	Initial	Initial	Initial	Initial

OFFEROR’S TYPE OF ENTITY: See Section VII Signing Your Offer & SWMBE Participation.

Small Women Minority Business Enterprise (Please Check appropriate boxes)

- |  |  |
|--|--|
| <input type="checkbox"/> MBE – Native American Owned                 | <input type="checkbox"/> Minority Owned Small Business Certified     |
| <input type="checkbox"/> MBE – African American Owned                | <input type="checkbox"/> Minority Owned Small Business Non-Certified |
| <input type="checkbox"/> MBE – Asian American Owned                  | <input type="checkbox"/> HUB Zone Small Business                     |
| <input type="checkbox"/> MBE – Hispanic Owned                        | <input type="checkbox"/> Small Business Certified                    |
| <input type="checkbox"/> Women Owned Small Business Certified        | <input type="checkbox"/> Small Business Non-Certified                |
| <input type="checkbox"/> Women Owned Small Business Non-Certified    | <input type="checkbox"/> Corporation                                 |
| <input type="checkbox"/> Minority Owned Small Business Certified     | <input type="checkbox"/> Partnership                                 |
| <input type="checkbox"/> Minority Owned Small Business Non-Certified | <input type="checkbox"/> Sole Proprietor                             |
| <input type="checkbox"/> Other _____                                 |  |

The District shall receive all bids by **no later than 2:00 P.M. on the date shown on the Cover Page.**  
 Important: **Clearly mark the outside of the envelope, box, or package with the following information.**

**Best Value Bid #B2441**  
**Purchase of Perishable and Non-perishable Food Items and Distribution**

Bids should be sent via United States Postal Service/hand delivered or courier service to:  
**Procurement Services**  
**Attn: Debra Coen**  
**3999 Bridge View Drive**  
**North Charleston, SC 29405**

Solicitation Table of Contents

1.0 SCHEDULE OF ACTIVITIES.....3

2.0 SCOPE OF SOLICITATION.....4

3.0 INSTRUCTIONS TO OFFERORS.....4

    A. General Instructions

    B. Special Instructions

4.0 TERMS AND CONDITIONS .....10

    A. General

    B. Special

5.0 QUALIFICATIONS.....17

6.0 BASIS OF AWARD.....17

7.0 SCOPE OF WORK / SPECIFICATIONS.....19

8.0 INFORMATION FOR OFFERORS TO SUBMIT.....27

9.0 BIDDING SCHEDULE / COST PROPOSAL.....27

10.0 ATTACHMENTS TO SOLICITATION.....27

\*\*\*\*\*

1.0 SCHEDULE OF ACTIVITIES

Event	Date
1. Issuance of Best Value Bid (BVB)	April 29, 2024
2. Non-mandatory Pre-bid conference	NONE
3. Deadline for receiving Offeror's questions	May 9, 2024 by 12:00 PM ET
5. <b>BID SUBMISSION DEADLINE.</b>	<b>May 29, 2024 by 2:00 PM ET</b>
6. Evaluation Committee Review (estimate)	June 2024
7. Selection Complete (estimate)	June 2024
8. CCSD Board Approval (estimate)	June 2024
9. Contract Award (estimate)	June 2024

## 2.0 SCOPE OF SOLICITATION

**Acquire Supplies:** The purpose of this solicitation is to establish a source or sources of supply for the purchase of perishable and non-perishable food and supplies and distribution. There are other districts within South Carolina that have expressed interest in accessing the awarded contract. See Attachment E for a list of these districts.

**Maximum Contract Period – Estimated:** August 1, 2024 through July 31, 2029. Dates provided are estimates only. Any resulting Contract will begin on the date specified in the notice to award.

## 3.0 INSTRUCTIONS TO OFFERORS

### A. General Instructions

**AMENDMENTS TO SOLICITATION** (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.ccsdschools.com/Page/432> (b) Bidders shall acknowledge receipt of any Amendment to this solicitation (1) by signing and returning the Amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the bidder received the Amendment.

**AWARD NOTIFICATION** Notice regarding the District's intent to award a contract will be posted at the location specified on the Cover Page. The date and location of posting can be found in the Schedule and Activities section of the solicitation. If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, such notice will be sent to all Offerors responding to the Solicitation. For contracts with a total or potential value of one hundred thousand dollars or greater, notice of intended award of a contract must be given by posting the notice for ten days before entering into a contract and must be sent to all bidders responding to the solicitation.

**BID ACCEPTANCE PERIOD** In order to withdraw your Offer after the minimum period specified on the Cover Page, you must notify the Procurement Official in writing.

**BID IN ENGLISH & DOLLARS** Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the solicitation.

**BID FORMS** Bid Forms are included for your use. Only these Bid Forms shall be used; no other form is acceptable. Please indicate your firm's name on the Bid Forms and have it signed by a person authorized to do so. A cover letter on your corporate stationery should include any comment and/or information you feel may be pertinent to the evaluation of your bid. The prices specified in your bid must be F.O.B. Destination with all freight charges prepaid and allowed, if applicable. On the Bid Forms, please indicate the delivery time, after receipt of an order, for the service or materials on which you have bid. No hidden or undisclosed prices will be acceptable.

**BID / BID AS OFFER TO CONTRACT** By submitting to the District a signed Bid and/or Bid, you are offering to enter into a contract with Charleston County School District and agreeing to all terms and conditions provided herein. Your bid and/or bid as well as the terms and conditions of this solicitation will become part of any contract created as a result of this solicitation. THEREFORE, ANY OBJECTION TO THE TERMS AND CONDITIONS CONTAINED HEREIN MUST BE ADDRESSED WITH THE DISTRICT PRIOR TO SUBMITTAL OF YOUR BID AND/OR BID. SUCH OBJECTIONS MUST BE SUBMITTED IN WRITING AS DESCRIBED HEREIN FOR ANY INQUIRIES. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

**BOARD AS PROCUREMENT AGENT** (a) **Authorized Agent.** All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Official. Unless specifically delegated in writing, the Procurement Official is the only District official authorized to bind the District with regard to this procurement. (b) **Purchasing Liability.** The Procurement Official acts on behalf of Charleston County School District pursuant to the Charleston County School District Procurement Code. Any contract awarded as a

result of this procurement is between the Vendor and the District. The Board is not a party to such contract, unless and to the extent that the Board is a using District unit, and bears no liability for any party's losses arising out of or relating in any way to the contract.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS

- (a)
- (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that
    - (i) Offeror and/or any of its Principals
      - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a state or federal agency;
      - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or destruction of records, making false statements, tax evasion, or receiving stolen property; and
      - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A) (1) (i) (B) of this provision.
    - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (federal, state, or local) entity.
  - (2) "Principals." For the purpose of this certification, means Officials; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Official if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a) (1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Official may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Official may terminate the contract resulting from this solicitation for default.

CODE OF LAWS AVAILABLE The Charleston County School District Procurement Code is available at <https://www.ccsdschools.com/Page/257>

COVENANT AGAINST CONTINGENT FEES The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, CCSD, shall have the right to annul this contract without liability or in its

discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**DEADLINE FOR SUBMISSION OF OFFER** Any offer received after the Procurement Official or designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or mail room which services that purchasing office prior to the bid opening.

**DEFINITIONS** Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation. For additional definitions, see the terms and conditions below.

1. **Amendment** - means a document issued to supplement the original solicitation document.
2. **Board** - means the Charleston County School District Board of Trustees.
3. **Buyer** - means the Procurement Official.
4. **Change Order** - means any written alteration in specification, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties of the contract.
5. **Contract Modification** - means a written order signed by the Procurement Official, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Official to order without the consent of the contractor.
6. **Contractor** - means the Offeror receiving an award as a result of this solicitation.
7. **Cover Page** - means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.
8. **District** - means Charleston County School District.
9. **Offer** - means the bid, or bid submitted in response to this solicitation. The terms "Bid" and "Bid" are used interchangeably with the term "Offer."
10. **Offeror** - means the single legal entity submitting the offer. The term "Bidder" is used interchangeably with the term "Offeror." See bidding provisions entitled "Signing Your Offer" and "Bid/Proposal As Offer To Contract."
11. **Page two** - means the second page of the original solicitation, which is label Page Two.
12. **Procurement Official** - means the person, or designee, identified as such on the Cover Page.
13. **Solicitation** - means this document, including all its parts, attachments, and any Amendments.
14. **Subcontractor** - means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation
15. **You And Your** - means Offeror.

**DRUG FREE WORK PLACE CERTIFICATION** By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of the Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

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

**ENTERING INTO CONTRACT** The District shall not enter into or sign any agreement, contract or other document that conflicts in any way with the District's General Terms and Conditions and the requirements of this solicitation. Proposers should submit for review any agreement, contract or other document that the firm wishes the District to sign, with the bid. Submittal of such agreement, contract or other document does not constitute an acceptance of any terms and /or conditions contained in such document. Agreements, contracts or other documents that infringe upon the rights of the District or are not in the best interest of the District shall be determined to be non-responsive. The rights and authority of such determination is reserved solely by the staff of the District's Contracts & Procurement Services Department. By Submitting a solicitation response, the proposer acknowledges that it has had the opportunity to inquire about the District's Procurement Code, this solicitation and other District policy.

ETHICS ACT By submitting an Offer, you certify that you are in compliance with South Carolina's Ethics, Government Accountability, and Campaign Reform Act of 1991, as amended. The following statutes require special attention: (a) Offering, giving, soliciting, or receiving anything of value to influence action of public employee-Section 8-13-790, (b) Recovery of Kickbacks-Section 8-13-790m (c) Offering, soliciting, or receiving money for advice or assistance of public official - Section 8-13-720, (d) Use or disclosure of confidential Information-Section 8-1 3-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-1 3-1 150

NOTICES All contact should be directed to Debra Coen, Procurement Agent. No company should contact District staff directly. All questions should be directed in writing to Debra Coen via Email [debra\\_coen@charleston.k12.sc.us](mailto:debra_coen@charleston.k12.sc.us) . Answers to any questions submitted will be sent to all companies via solicitation amendment.

OFFICE CLOSING If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the District office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal District's processes resume. In lieu of an automatic extension, an amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-bid conference is scheduled, an amendment will be issued to reschedule the conference.

OMIT TAXES FROM PRICE Do not include any sales or use taxes in your price that the District may be required to pay. Any taxes in your bid that the district may be required pay, shall be provided as a separate line item.

PROPOSER'S QUALIFICATIONS Bids shall be considered only from bidders who are regularly established in the business called for and who in the judgment of the District are financially responsible and able to show evidence of their reliability, ability, experience, to render prompt and satisfactory service in the volume called for under this contract

PROTESTS Any prospective bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, Offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with the District's Procurement Code. A protest shall be in writing, submitted to the Director of Contracts and Procurement Services, 3999 Bridge View Dr., North Charleston, SC 29405, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

PUBLIC OPENING Offers will be publicly opened at the date / time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS (a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. The Procurement Official must receive questions no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Official, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition.

REJECTION/CANCELLATION The District may cancel this solicitation in whole or in part. The District may reject any or all bids in whole or in part.

RESPONSIVENESS / IMPROPER OFFERS (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all solicitation requirements. While multiple Offers may be submitted as one document, Offeror is responsible for clearly differentiating between each separate Offer. If this solicitation is a Request for Bids, each separate Offer must include a separate cost proposal.

(c) Responsiveness. Any Offer that fails to conform to the material requirements of the Solicitation may be rejected as non-responsive. Offers that impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Official.

(d) Unbalanced Bidding. The District may reject an Offer as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the State Ethics Act. (a) After issuance of the solicitation, You agree not to discuss this procurement activity in any way with any District employees, its agents or officials. All communications must be solely with the Procurement Official. This restriction expires once a purchase order has been formed and may be lifted by express written permission from the Procurement Official. (b) Unless otherwise approved in writing by the Procurement Officer, You agree not to give anything to any District employee, agent or official prior to award.

SERVICE DATA MANUALS The vendor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operation and maintenance instructions (to include picture, illustrations, schematics, and complete repair/test guides as necessary). Where applicable, it shall include electrical data and connection diagrams for all utilities.

SIGNING YOUR OFFER Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it is and has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

STATEMENT OF COMPLIANCE AND ASSURANCES By submitting a bid and signing the bid schedule, vendors are providing written assurance of non-collusion and understanding and acceptance of all general and special conditions stated in this contract. It will be assumed that the service or materials you propose to provide conform(s) with all the provisions of the indicated specifications, unless you specifically note otherwise. In addition, this signature certifies that the firm or agency represented in the bid submitted complies with all applicable federal and state laws and regulations.



**SUBMITTING CONFIDENTIAL INFORMATION** For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “CONFIDENTIAL” every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words “TRADE SECRET” every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word “PROTECTED” every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, bid, quote, etc.) as confidential, trade secret, or protected! If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked “TRADE SECRET” or “CONFIDENTIAL” or “PROTECTED”, (2) agrees that any information not marked, as required by these bidding instructions, as a “Trade Secret” is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror’s marking of documents, as required by these bidding instructions, as being either “Confidential” or “Trade Secret” or “PROTECTED”. By submitting a response, Offeror agrees to defend, indemnify and hold harmless the District, its Officials and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney’s fees, arising out of or resulting from the District withholding information that Offeror marked as “confidential” or “trade secret” or “PROTECTED”. (All references to S.C. Code of Laws.)

Do not mark your “Cost Proposal/Bidding Schedule” Confidential.

**SUBMITTING YOUR OFFER OR MODIFICATION** (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by approved electronic means) - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the bidder. (b) Each Offeror must submit the number of copies indicated on the Cover Page. (c) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (d) Facsimile Offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

**WITHDRAWAL OR CORRECTION OF OFFER** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## **B. Special Instructions**

1. Non-mandatory Pre-Bid Conference: No Pre-Bid Conference or Site Visit is scheduled.

2. **BOARD APPROVAL REQUIRED:** Any award is subject to prior approval by the Charleston County School District Board of Trustees.

3. DISCUSSION WITH BIDDERS: After opening, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the Procurement Official's sole judgment, needing clarification must be accorded that opportunity.

4. OPENING BIDS – PRICES NOT DIVULGED In competitive sealed bids, prices will not be divulged at opening.

5. SUBCONTRACTOR APPROVAL: All subcontractors must be pre-approved by CCSD.

#### 4.0 TERMS AND CONDITIONS

##### A. General Terms and Conditions

GOVERNING TERMS AND CONDITIONS: Bids shall be submitted subject to the indicated Terms and Conditions, Bidder's terms and conditions of sale will not be considered. Bidder shall be deemed to have accepted CCSD Terms and Conditions by the submittal of a bid.

AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741.4.

COMPLIANCE WITH LAWS During the term of the Contract, Contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

COMPLIANCE WITH STATUTES: During the term of the contract, it shall be the Contractor's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this solicitation shall be directed to the Procurement Official at 3999 Bridge View Drive, North Charleston, SC 29405.

CONTRACT AMENDMENTS, MODIFICATIONS AND CHANGE ORDERS Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless in writing and approved by the District and the vendor.

CONTRACT VIOLATION: Vendors who violate this contract will be considered in breach and subject to cancellation for cause. Vendors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to:

- Vendor adding items to the contract without approval,
- Vendor increasing contract price without approval,
- Misrepresentation of the contract to any District entity

CONTRACTOR PERSONNEL The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE: The District will rely upon the Contractor for full, complete, and satisfactory performance under the terms and conditions of this agreement.

If the Contractor's services provided for hereunder include services, equipment, or materials supplied by a subcontractor, the Contractor must act as the prime Contractor for these items and assume full responsibility for performance hereunder. The Contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

ENTIRE CONTRACT The contract, including the Best Value Bid, the Bid, and any Purchase Order issued by District pursuant to the contract, shall constitute the entire contract between the parties, and no verbal information shall be a part hereof. Any changes made to the contract shall be in writing and accepted by both parties.

**FORCE MAJEURE:** The vendor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the vendor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the government in either its sovereign or contract capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the vendor. If the failure to perform is caused by default of a sub vendor, and if such default arises out of causes beyond the control of both the vendor and sub vendor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the sub vendor were obtainable from other sources in sufficient time to permit the vendor to meet required delivery schedule.

**GUARANTEE** The vendor shall supply a guarantee for all workmanship for the equipment he/she is furnishing for a period comparable to the standards in the industry. When defects or faulty materials are discovered during the guarantee period, the vendor shall, immediately, upon notification by the District, process at his./her own expense, to repair or replace the same.

#### INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Charleston County School District, its agents, Board, officers and/or officials, employees and volunteers (hereinafter, the "Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnify which would otherwise exist as to a party or person described herein.

2. In claims against any person or entity indemnified herein by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, any performance bond or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Indemnitees as herein provided.

3. The Contractor's indemnity obligations shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, and (1) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of this contract by the Contractor, a Subcontractor, or any person or entity for whom either is responsible, (2) means, methods, procedures, techniques or sequences or execution or performance of the services required, and (3) failure to secure and pay for permits, fees, approvals, and/or licenses related to performance of the contract by the Contractor, a Subcontractor or any person or entity for whom either is responsible.

4. The Contractor shall indemnify and hold harmless all of the Indemnitees from and against any costs and expenses (including reasonable attorneys' fees and court costs) incurred by any of the Indemnitees in enforcing any of the Contractor's defense, indemnity and hold-harmless obligations under this contract.

5. The Contractor shall further indemnify and hold harmless the Indemnitees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. Contractor shall have no liability to the Indemnitees if such patent, trademark or copyright infringement or claim is based upon the Contractor's use of materials furnished to the Contractor by an Indemnitee.

**INSTALLATION** Where equipment is called for to be installed under this bid, it shall be placed leveled and accurately fastened into place by the vendor. He/she shall be responsible for obtaining dimensions and other such data which may be required to assure exact fit to work under another contract or as intended by the District. The vendor shall be responsible for providing an appropriate amount of lead-in for equipment requiring electrical, water or other basic service. The District will normally be responsible for bringing the appropriate service to the lead-in. the vendor shall completely remove from the premises all packaging, crating, and other litter due to his/her works. He/she shall also be responsible for the cost of repair of any damage to existing work which is caused by him/her during the installation of his/her equipment.

INSURANCE

1. The Contractor shall provide General Liability and other Insurance as listed herein. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

**Type of insurance**

Workers Compensation, Applicable Federal and Employer’s Liability	
1. State:	Statutory
2. Applicable Federal:	Statutory
3. Employer’s Liability:	\$100,000 per accident \$500,000 disease, policy limit \$100,000 disease, each employee
General Liability Insurance including completed operations and product liability coverages:	
1. General Aggregate (Except Products – Completed Operations):	\$1,000,000
2. Products – Completed Operations Aggregate:	\$1,000,000
3. Personal and Advertising Injury (Per person/organization):	\$1,000,000
4. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
5. Fire Damage (Any one fire):	\$1,000,000
6. Medical Expense (Any one person):	\$1,000,000
7. Property Damage Liability Insurance will provide explosion, collapse and underground coverages where applicable.	
8. Excess Liability (Umbrella Form)	
a) General Aggregate:	\$2,000,000
b) Each occurrence (bodily injury and property damage)	\$1,000,000

2. Certificates of insurance which shall be signed by a duly authorized representative of each insurance company, showing compliance with the insurance requirements attached hereto and which shall be acceptable to the Owner shall be submitted to the Owner upon execution of this Agreement. When requested by the Owner, the Contractor shall furnish copies of Certificates of Insurance for each subcontractor as well. All Certificates of Insurance shall include a statement that the Owner will receive written notice 30 days prior to cancellation of any policy. Further, the Charleston County School District will be named as an additional insured on all policies.

LATENT DEFECTS: Contractor warrants that upon notification by the District of a latent defect in design, material or workmanship, or a latent nonconformity of the services, material, or equipment to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this RFP.

LICENSES AND PERMITS During the term of the Contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by CCSD, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

LIENS AND ENCUMBRANCES The Contractor shall satisfy immediately any lien or encumbrance which, because of any act or default of the Contractor, is filed against the District.

MATERIALS REQUIRED Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacture with all applicable local or state laws pertaining thereto. The right is reserved to reject and return at the risk and expense of the vendor such portions of any shipment that may be defective or fail to comply with specifications and without validating the remainder of the order.

NON INTERFERENCE: In the event Contractor is unable for any reason to provide any material, services, supplies, products or other items of any type or variety to the District under this agreement, including but not limited to any such materials, services, supplies, etc. available from any other party (such as subcontractors) supplying said materials, services, etc. to Contractor, the District will have the right to deal directly with the other supplier without penalty or interference from Contractor.

ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special purchase order clauses and (e) instructions to bidders.

OTHER WRITTEN BASIS FOR BID: If any of the Offeror's bid has, as its basis, written statements (other than the RFP) provided to him by the District (such as notification of a change in the specifications), the Offeror is to identify and include those statements in his bid at the place or places applicable.

PACKAGING AND DELIVERY All shipments will be FOB, freight prepaid, to the purchase order "ship to" location. The purchase order number should be clearly stated on freight tickets. The parties agree hereto that delivery by the vendor to the common carrier does not constitute delivery to the district. Any claims for loss or damage should be between the vendor and the carriers.

PAYMENT FOR GOODS AND SERVICES Payment for goods and services received by the District shall be processed in accordance with the Charleston County School District Procurement Code. In consideration of satisfactory performance of the requirements of this contract, the District shall pay the contractor in accordance with the vendors Price Bid/ Exhibit E, in no event to exceed an amount of authorized by written Purchase Order(s) issued by the District pursuant to this contract.

(a) Payments to the contractor shall be made no later than thirty (30) days after the later of District's receipt of a proper invoice for performance by the contractor, and acceptance by the District of such performance pursuant to the terms of the BVB. Each invoice must include the contractor's Federal Tax Identification Number.

(b) In addition to any other remedies, if in the sole opinion of the District, the contractor fails to perform in a satisfactory and timely manner, the District may refuse or limit approval of any invoice for payment, and may cause payments to the contractor to be reduced or withheld until such time as the contractor meets performance standards as established by the District.

(c) A purchase order will be issued and must be referenced on all invoices presented for payment.

PERFORMANCE AUDITS: The District may conduct, or have conducted, performance audits of the vendor. The District may conduct, or have conducted, audits of specific requirements of this bid as determined necessary by the District.

Pertaining to all audits, vendor shall make available to the District access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the vendor shall be made available for auditing purposes at no cost to the District.

PRICES Prices under this contract are “not to exceed” prices. District is not authorized to pay more than the stated price. Contractors may offer, and District may accept prices below those listed on the contract. Submission of the Price Bid certifies that the bid is accurate and binding and that all costs are shown and accurately reflects the total Technical bid cost. All prices shall be stated in United States currency.

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY: Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least thirty (30) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

PRICE ADJUSTMENTS – LIMITED BY CPI “All Items”: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “all items” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at [www.bls.gov](http://www.bls.gov).

PRICE CERTIFICATION: I hereby certify that the price included in this bid is accurate and binding and that all costs are shown and accurately reflect my total bid cost.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: “an employee or any official of the School district, elective or appointive, who shall take, receive or offer to take or receive either directly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the Procurement of business, or the giving of business, for or to, or from any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the School District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or fine in accord with state and/or federal laws.

PROTECTION OF HUMAN HEALTH AND THE ENVIRONMENT: The District requires all vendor activities to be in compliance with local, state, and federal mandates concerning “protection of human health and the environment”. Any vendor doing business with the District will be required to document compliance and to specify prudent practices used by the vendor to address applicable mandates including, but not restricted to “the hazard communication standard” OSHA CFR 191 0.1200 (SCRR article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

PURCHASE ORDER: A purchase order may be enclosed with or issued pursuant to this contract, and will be an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated in accordance with the budget of the district and assures distribution of the necessary receiving reports. The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto. Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

PURCHASING CARD: Contractor agrees to accept payment by the District Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order.

**PUBLICITY RELEASES** Vendor 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 user.

**QUALITY OF PRODUCT** (This clause does not apply to solicitations for service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Provision I., of the Charleston County School District Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the invitation for bid.

**REJECTION:** The District reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the District.

**RESTRICTIONS/LIMITATIONS** No purchases are to be made from this contract for any item that is not listed or for any item that is currently authorized under any other purchase order awarded prior to this contract.

**RISK OF LOSS:** The vendor shall assume all risk of loss, and shall maintain insurance coverage on all items installed, up to the time of final acceptance.

**RECORDS RETENTION AND RIGHT TO AUDIT:** Charleston County School District has the right to audit the books and records of the vendor as they pertain to this solicitation/contract, both independent of, and pursuant to, the District Procurement Code. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the purchase order.

**SEVERABILITY:** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

**SOUTH CAROLINA GOVERNING LAW CLAUSE:** The agreement and any dispute, claim, or controversy relating to the agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the Contracts and Procurement Services Director in accordance with the District Procurement Code, or in the absence of jurisdiction, only in the court of common pleas for, or a federal court located in, Charleston County, State of South Carolina. Vendor agrees that any act by the government regarding the agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the eleventh amendment of the United States Constitution. As used in this paragraph, the term "agreement means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

**SUBCONTRACTOR IDENTIFICATION:** If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, CCSD may evaluate your proposed Subcontractors.

**SUBCONTRACTING; ASSIGNMENT:** The contractor may not subcontract any portion of the services provided under this contract without obtaining the prior written approval of the District, nor may the contractor assign the contract or any of its rights or obligations hereunder, without prior written approval of the District. Any such subcontract or assignment shall include the Terms and Conditions of this contract and any other terms and conditions that the District deems necessary to protect its interests. The District shall not be responsible for the fulfillment of the contractor's obligations to the subcontractors.

**SUBCONTRACTORS:** Subcontractors are subject to same terms and conditions of this agreement as the Contractor.

**SWMBE PARTICIPATION:** Charleston County School District encourages SWMBE (Small, Women, & Minority Owned Business Enterprise) businesses to participate in the Solicitation process. All business conducted with SWMBE businesses certified by the South Carolina Governor's Office of Small and Minority Business Assistance is recorded in a yearly report submitted to the Charleston County School District Board of Trustees. In order to be included in this report you must submit a copy of your certificate with your bid. All qualified Small, Women, & Minority Owned Business Enterprise not registered or not certified, are encouraged to submit an offer. CCSD highly desires the opportunity of promoting SWMBE.

**TAXES** Any tax the Contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by CCSD, and such sums shall be due and payable to the Contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by CCSD. It shall be solely CCSD's obligation, after payment to Contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to Contractor by the taxing authority. In the event that the Contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by CCSD to Contractor, Contractor shall be liable to CCSD for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the Contractor.

**TERM OF CONTRACT – EFFECTIVE DATE/INITIAL CONTRACT PERIOD:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is years, months, days from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

**TERM OF CONTRACT – OPTION TO RENEW:** (a) At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of year(s), month(s), and day(s), unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. (b) Contractor acknowledges that, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

**TERMINATION:** Subject to the conditions below, the District providing a (30) thirty-day advance notice in writing is given to the vendor may terminate the contract for any reason.

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

**FOR CONVENIENCE:** In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

**FOR CAUSE:** Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

**DEFAULT:** In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

**NON-COMPLIANCE WITH THE DRUG FREE WORK PLACE ACT:** In accordance with S. C. Code Workplace Act, Sections 44-107-10, et seq., SC Code, (1976) this contract is subject to immediate termination, suspension of payment, or both if the CONTRACTOR fails to comply with the terms of the Drug Free Workplace Act. The District will not be liable for any termination costs; the thirty (30) days advance notice requirement is waived.

**DUE TO MALICIOUS ACTS:** In the event termination is due to malicious acts by the Contractor, subcontractor or representative(s) of same that may endanger the property, employees, or reputation and/or financial status of the District, termination of the contract shall be effective immediately upon verbal notification by any District representative. The Provider shall cease all services within twenty-four (24) hours of the verbal notice of termination. In the event of termination the vendor shall be paid for services performed up to the termination date.

**INSOLVENCY:** This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

**TERMINATION BY CONTRACTOR:** Requests for termination of this contract by the contractor must be received in writing by Procurement Services at least ninety (90) days before the requested contract termination date.



**WARRANTY** Upon final acceptance, the products and or services provided by the contractor under this contract shall be warranted by the contractor to perform in compliance with the specifications and terms and conditions of this contract for a period of one year. When notified by the District of defects requiring correction under the contractor's warranty, the contractor shall diligently provide the required corrections. Manufacturer warranties for third party products supplied by the contractor shall be provided to the District

**WAIVERS** The waiver of any part of this contract shall not be construed to be a waiver of the whole and the remaining terms and conditions shall remain in full force and effect. No waiver of right, obligation, or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed to waive any subsequent right, obligation, or default.

## 5.0 QUALIFICATIONS

Bids will be accepted from bidders who are regularly established in the business called for, and who, in the judgment of the district, are financially responsible and able to show evidence of their reliability (to render prompt and satisfactory service in the volume required by this solicitation), experience, equipment, facilities and personnel directly employed or supervised.

## 6.0 BASIS OF AWARD

**AWARD CRITERIA:** The District reserves the right to select and award on an individual item basis, lot (group) basis or an "all or none" basis, whichever the District determines to be most advantageous. Therefore, individual prices per item must be indicated on the Bid form. Proposers are encouraged to offer discounts for consideration of consolidated award. Furthermore, the District, in determining the lowest responsible Proposer on each of the items shall consider, in addition to the Bid price, conformity to specifications, delivery, the District's opinion relative to the quality of material/services being offered, training, suitability and adaptability of the services required by this solicitation. The District reserves the right to reject or accept any or all bids and to waive any informalities and/or irregularities thereof.

It is the intent of the District to issue one award to complete the requirements within. The district reserves the right to enter into negotiations and make an award to the next highest rank/score proposer, if the District determines after making an award, that multiple awards are required to complete this project in the required time.

### Evaluation factors

- I. **BID Evaluation Criteria** – (listed in relative order of importance):
  - A. **Price Bid**
  - B. **Method of Approach**
  - C. **Qualifications and Experience**
  
- II. **Requirements Specific to Evaluation Criteria:** The narrative portion and the materials presented in response to this Bid should be submitted in the same order as requested and should contain, at a minimum, the following:
  - A. **Price Bid ( 60% )**
    1. Complete the Market Basket, Attachment E- A sample line is under the "Instructions" tab. Item descriptions are to be spelled out completely. Don't use abbreviations. For example, use "hot and spicy" not "hns".
    2. The word "packer label" may appear in the approved brand column and the Contractor may propose any label. The Offeror should circle the words, "packer label" and write in the actual brand and code or product bid and stock number.
    3. The words "private label" will appear in the "brand" space. "Private label" always refers to the brands shown in the chart of brands. For canned and frozen fruits and vegetables the Offeror shall propose the appropriate label for grade specified. For other items where "private label" is listed in the "brand" space and grade is not specified, the Offeror shall offer pricing on the 1st Quality or Premium labels only.
    4. Items not covered by the instructions above will have manufacturer's name and product number under "approved brands". Potential Contractors shall propose pricing on those products.
    5. A Fixed Fee Schedule is required with the Bid response.

Cost plus percentage fee bids are prohibited for K12 schools. A cost plus fixed fee arrangement will be accepted. The Offeror shall provide a fixed fee per case in a dollars and cents format to two (2) decimal points, for example, \$1.19. Cost basis will be (manufacturer cost to distributor, includes freight) – rebates/allowances + fixed fee= cost to agency. No additional charges will be accepted unless specifically identified. All prices shall be F.O.B. destination to district. The fixed fee will remain firm for the duration of the contract. Discuss any local or regional factors affecting the pricing of products. How will Participating Agencies work with the Offeror’s local distributors to obtain local or regional pricing?

6. Describe any applicable discounts or pricing structures. For example, does the Offeror propose discounts for centralized delivery, once a week delivery versus multiple deliveries per week, volume discounts, vicinity to a local distribution center, ability to pay within shortened time frame, etc.
7. Outline how a Participating Public Agency will be able to verify (audit) the net pricing received.
8. Propose a plan to adjust pricing as market conditions change. The plan must be verifiable and auditable. Identify calculation, formula, components, index, etc.
9. Provide information on any ordering methods-such as electronic ordering or payment via P-Card or EFT- or other criteria which entitle the using agency to additional discounts off of a manufacturer’s price list. If so, provide the percentage discount.
10. Does the Offeror accept payment via credit card or EFT?
11. Provide Participating Public Agency payment options i.e. once a week, once a month, two times a month, other.

**B. Method of Approach: (25%)**

1. Provide a narrative describing how Offeror will meet the requirements of this bid.
2. Provide a response to the Statewide Program for South Carolina School Districts.
  - a. Include a detailed response
3. Distribution and
  - a. Identify all other companies/distributors that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.
  - b. Describe your delivery commitment. What is the order cutoff time for next day delivery? Identify and describe any exceptions
4. Submit information regarding Offeror’s Hazard Analysis Critical Control Points (HACCP) programs/quality control processes.
5. Describe how the Offeror will ensure food products, processes and services meet or exceed State and Federal procurement guidelines, regulations, and laws applicable to schools and institutions participating in the NSLP, other Child Nutrition Programs, and the Nutrition Services Incentive Program;
6. Describe Offerors online ordering system. Is the online ordering system:
  - a. web based;
  - b. available 24/7,;
  - c. are all District sites capable of placing orders;
  - d. can each District school site manager/director have a unique username/password;
  - e. do order guides include the Offeror’s item number, description, pack size, etc.;
  - f. do each District school site managers/directors have the ability to save orders, submit orders, edit saved orders, and create standing orders as well as review past orders;
  - g. do District school site managers/directors have the ability to print the order guide, past orders and submitted orders;
  - h. can the central office have the capability to set up a master order guide that will only include approved items and can be “locked” to not allow ordering of un-approved items?
7. Describe Offeror’s invoicing process. Is electronic invoicing available? Is summary invoicing available? Describe invoicing options available to Participating Public Agencies. Submit sample invoices.
8. Describe Offeror’s capabilities with “FRESH” product categories: Produce, Dairy, Meat and Seafood. Is your company aligned with local produce sources?
9. List the top fifteen food vendors that Offeror purchases from as a normal course of Offeror’s broad line distribution.
10. Describe how Offeror can assist Participating Public Agencies in obtaining additional values from these manufacturers (as well as others) based upon consolidation efforts with regards to Participating Public Agencies purchasing.

11. Describe your capability to provide nutritional information on all food products in an electronic and searchable format.

Provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies., include any value added services that would differentiate you from other suppliers.

**C. Experience and Qualifications (15%)**

1. Provide a brief history and description of the Offeror's company.
2. Describe the qualifications of the Offeror's local distribution personnel, nationwide.
3. Provide a listing of key personnel who will be assigned to the District's Contract.
4. Summarize Offeror's experience in providing food and food distribution services similar to the Scope of Work outlined herein. Provide a minimum of three references for which the Offeror has provided similar products and services. References from other school districts are preferred. Provide the school district's name, contact person, address, phone, and email.

**III. General**

- A. Shortlist:** The District reserves the right to shortlist the offerors on the stated criteria. However, the District may determine that short listing is not necessary.
- B. Interviews and Demonstrations:** The District reserves the right to conduct interviews and/or product demonstration/ with some or all of the offerors at any point during the evaluation process. However, the District may determine that interviews and/or product demonstrations are not necessary. In the event interviews and/or product demonstrations are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The District shall not reimburse an offeror for the costs associated with the interview process.
- C. Additional Investigations:** The District reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a bid.
- D. Prior Experience:** Experiences with the District and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

NEGOTIATIONS: The Procurement Officer may elect to make an award without conducting negotiations. However, after the offers have been ranked, the Procurement Officer may elect to negotiate price or the general scope of work with the highest ranked Offeror. If a satisfactory agreement cannot be reached, negotiations may be conducted with the second, and then the third, and so on, ranked Offerors to such level of ranking as determined by the Procurement Officer.

**7.0 SCOPE OF WORK / SPECIFICATIONS**

The goal of this BVB is to establish a Contract with a distributor for the purchase and delivery of food products to Charleston County School District and any other public agencies that choose to use the Contract that will be made available in the State of South Carolina. The Contract shall include a complete and comprehensive program for orders, deliveries, fill rate, pricing invoicing, promotions and rebates, electronic data transmission and evaluation programs.

The Districts that have committed to use this contract are listed on attachment "F"

Although this section reflects the needs and requirements of the Charleston County School District, other School Districts within the State of South Carolina may have different requirements. The awarded Offeror will have the ability to offer their comprehensive food and food distribution program within the State of South Carolina.

The District intends to use the contract for the USDA School Breakfast, School Lunch, Afternoon Snack, and the Summer Feeding Programs, and programs approved by the Department of Social Services Mid-day Snack Program and Supper Meals Program. Charleston County School District expects the Contractor to maintain a high quality program for warehousing and distribution, to assure that first-in first-out principles are used, product shelf life is monitored, products are free of damage, correct products and quantities are selected and delivered at the right price, product discrepancies and complaints are resolved and corrective action is initiated and customer satisfaction is monitored.

While the purpose of this BVB is to establish an agreement with a distributor to provide the District and Participating Public Agencies with a primary source of supply for food products, the resulting agreement is not to be interpreted as an “exclusive” agreement with respect to all requirements for such products. Participating Public Agencies are highly encouraged to purchase all needed items off of this Contract. However, they are not obligated to purchase off of this Contract and can do what’s best for their needs.

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

**Contractor Responsibilities:**

1. All forms of tobacco products, alcohol, and drugs shall not be allowed on the District’s premises.
2. Guns, knives, or other dangerous weapons shall not be allowed on the District’s premises.
3. Contractor shall obtain a full criminal background check for Contractor’s employees and other persons carrying out the Contract on the Contractor’s behalf. The Contractor shall not permit employment of any person with a criminal record without written permission of the District. Upon request of the District, the Contractor shall provide proof that such background checks were executed and the restrictions on employment mandated by the District were followed. Contractor shall be responsible for cost associated with background checks.
4. Contractor shall not permit employment of any person with felony drug convictions or with convictions on associated or directed weapons charges.
5. The successful Contractor, his employees, and all subcontractors should possess and display proper identification while on District’s property.
6. Participating Public Agencies may procure items that may contain USDA donated foods. The Contractor must have the ability to trace items that contain donated foods, reduce the invoice to Participating Public Agencies by the appropriate value and track the usage to the computer systems utilized by each manufacturer. Some call this NOI, net off invoice.
7. It will be the responsibility of the Contractor to communicate any product recalls/defects to affected districts and pick up, dispose of, and issue credit for the product.

**Civil Rights Provisions:** The Contractor providing services under this IFB must comply with the provisions of the Civil Rights Act of 1964, as amended.

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

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

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

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

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

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

**Definition of Cost Prices:**

1. Cost prices shall be based on "delivered to Contractor's warehouse."
2. USDA Rebates shall NOT be included in bid prices.
3. Cost shall be based upon manufacturer's confirmation prior to the bid opening or cost update to the District.
4. Cash discounts, label allowances, group allowances, promotion allowances, "billbacks", or other must accrue to the benefit of the District.
5. **Distributor Manufactured Items:** All items that will be purchased in this manner shall be identified in the Market Basket of the bid. Cost of the product charged must be based on an independent market bulletin. The Offeror shall attach the market bulletin that served as the basis for the cost and the calculation for this bid and future cost updates. The cost of distribution, financing, and profit, production losses, waste, analyses cost, labor, overhead, and transportation expenses shall be included in the fee.
6. **Manufacturer's Confirmation:** Should a manufacturer's confirmation be used in lieu of an invoice, and the confirmation identifies time and/or quantities, the cost may not be changed until the specified time has expired and/or specified quantities have been purchased by the District. All confirmations used must include the authorized manufacturer signature on manufacturer's company letterhead. In addition, the confirmation must reference the pricing as specifically for Charleston County School District. Failure to provide confirmations on this manner at an up-front, pre-award audit shall be cause for disqualification.
7. **Decimal:** Any mathematical calculation that involves decimals shall be carried only two (2) places in the final extension.

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

**Guarantee:** All frozen food must be delivered in a completely hard frozen state. Items showing thaw or deterioration in any form at time of delivery will not be accepted. Any item delivered in an unacceptable condition will not be accepted.

**Costing Methods:** All food and non-food items listed in the bid schedule with the exception of fresh produce and fresh eggs shall remain firm until November 30, 2024, 90 days after the Contract starts. Contractor must request increases or decreases in prices based on documented changes in market conditions and proper manufacturer documentation. Request for price increases or decreases must be submitted to the Nutrition Services Executive Director thirty (30) days prior to taking effect.

In order to establish a price for the purpose of this bid, prices for fresh produce and fresh eggs under "Products Requiring Weekly Updates" purchased during the week of April 29, 2024 will be used.

**Audits:**

**Up-Front Audit:** Before Contract award, the District will conduct an up-front audit of cost. Adjustments will be made in bottom line based on the results of the up-front audit. An original manufacturer's signed confirmation will be acceptable documentation for bid pricing received, but not yet purchased. Such confirmations must include the authorized manufacturer signature on manufacturer's company letterhead. In addition, the confirmation must reference the pricing as specifically for Charleston County School District.

**Post Award Audit:**

- A. All items included in the Market Basket are subject to an audit after the Contract has been awarded. The Contractor shall be given notice of the intent to conduct an audit at least one month in advance. A list of items and dates of price change shall be given ten (10) days in advance.
- B. Audits may be made of a Contractor's cost records as follows:
  1. Prior to award of Contract on items supported by third party invoice or manufacturer confirmation,
  2. Monthly,
  3. At any time weekly price reviews indicate that a problem might exist.
- C. The Contractor shall provide acceptable documentation as follows:
  1. Manufacturer's invoices,
  2. Freight bills,
  3. Perpetual inventory records,
  4. Market bulletins - used for distributor manufactured items when price changes occur.

**Additional Items:** The ordering of additional items not on the Market Basket will be purchased by Participating Public Agency's at cost plus a fixed fee for any item.

When Participating Public Agencies order any additional item(s) not on the Market Basket, with the exception of stock items, the Participating Public Agency will be required to purchase the entire quantity of the item(s) from the Contractor. The Participating Agency will notify the Contractor at least four (4) weeks in advance for those items listed as "Additional Items". In addition, the cost charged by the Contractor must be determined by the Participating Public Agency that it is a competitive and fair price charged for the product and is subject to audit by the Participating Public Agency.

**Volume:** School year 2023-2024 estimated annual quantity usage for the districts is provided in the Market Basket. Quantities will be delivered over the length of the 2023-2024 school year, not received as a one-time delivery. These quantities estimates and are not a firm commitment of purchases by Participating Public Agencies.

As manufacturers add new items during the Contract period, pricing for these items may be requested. Charleston County School District expects to obtain competitive pricing, which will be confirmed by the Procurement Official through market research and analyses.

**Delivery Time:** All orders placed on this Contract by the District will require delivery of goods once a week between the hours of 6:00 am and 2:30 pm to schools within the District.

A written schedule for ordering and delivery for each of the schools will be established and mutually agreed upon by the District and the Contractor within five (5) working days after the date of award.

Participating Public Agencies will work with the Contractor's local distributor to establish delivery windows applicable to the Participating Agency.

**Delivery Conditions:** Deliveries shall be made to each of the schools in the District on a regularly scheduled basis every week, Monday through Fridays, except school holidays and closing days (due to inclement weather). All schedules for deliveries will remain constant throughout the duration of the Contract. The Contractor and the District must mutually agree upon any changes to the schedule.

Holiday Deliveries shall be defined as any week that has less than five (5) school days. If a holiday falls on a scheduled delivery day, the delivery shall be made on a day to be mutually agreed upon by the District and the Contractor.

Drivers and helpers shall request the authorized school receiver, or the designated representative, to verify the accuracy of quantities of each item, brand and code numbers of each items and condition of merchandise. A designated school receiver shall sign each delivery ticket. Variations, i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The Contractor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage. Special or intermediate deliveries shall be required only if a Contractor fails to deliver a product on a regularly scheduled delivery. Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled, and frozen). Drivers or helpers shall not be required to stow merchandise on shelves.

**Site Visits:** The District reserves the right to make site visits to successful Offeror's operation facilities prior to and after award. Site visits may include:

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

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

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

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

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

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

**Buy American Provision:** Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase to the maximum extent possible, domestic commodities or products used in meals serves in the NSLP and SBP. "Domestic commodity or product" is defined as one that is produced in the United States and over 51 percent of the final processed product consists of agricultural commodities that are grown domestically. By submitting a bid to this BVB, Offeror agrees to adhere to the Buy American Provision.

**Product to Be Supplied:** Should a condition arise where the product originally contracted can no longer be supplied by the Contractor, application for substitution another brand under the Contract at an equal or lower price must be submitted to the Director and upon the Director's approval, the substitution will be allowed. Substitution of product not approved by the Director may result in the cancellation of the Contract. Requests for substitutions and out of stock items should be kept to a minimum. Repeated requests for substitution of product originally proposed in this Contract may be grounds for prohibiting the District from considering the Contractor in future solicitations.

**Out-of-Stock Conditions:** Successful Contractor must deliver a product of equal or superior quality to the out of stock item and item must be delivered at a price equal to or lower than the Contract price. The Director must be notified at least 24 hours in advance of out-of-stock condition and the Director must approve the product being replaced. If a substitute product is not approved by the Director, the District may, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The Contractor shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount, which would have been paid, had the product been delivered.

**Product Requirements:**

1. **Product Protection Guarantees:** The District has "automatic" product protection recourse against suppliers for products that are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.
2. **Import Products:** Products which are canned or packed outside of the United States may be accepted with proof from manufacturer that poor market conditions exist (weather, and/or supply availability of market). Please note this applies to "private labels" as well as other labels. Products acceptable from outside USA are pineapples, Mandarin oranges, olives, tuna, and coffee.
3. A product identification is in itself sufficient, in the case of generic items, such as sugar. Private label products for beef, poultry, pork, fish, spices & flavoring may be accepted as approved products only when the following conditions are met:
  - A. The retail product must be designated as an approved product in the Market Basket.
  - B. The private label and retail product must be prepared at the same plant and the establishment number must be included in the Market Basket.
  - C. A letter signed by an official from the manufacturer stating the private label product is the identical product as the retail product.
4. **Unacceptable Brands:** The District may specifically designate any brand as unacceptable even if blanket approval is implied. This is done by stating that "X" brand is unacceptable.

**Error in Bid:** In case of an error in the price extensions the unit price will govern.

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

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

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

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

**Terms of reference specific to product identification**

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

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



**Wieners:**

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

No product containing dry milk solids will be approved.

**Bologna:**

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

**Smoked Sausage:**

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

- B. **Vegetable Protein Products (VPP):** The initials VPP are used herein to refer to Textured Vegetable Midland Company. The ratio of meat to VPP is referred to as percent meat (fresh) with VPP, rather than percent VPP, because the industry is to use this more accurate description. Items that contain VPP must carry on the main face of the label the following statement; "This item contains Vegetable Protein Product(s) which are authorized as an alternate food in the "Child Nutrition Programs." If product has CN label then the VPP Statement is not required.
- C. **Breeding of Meat and Poultry Products:** Identifications as listed for meat and poultry require twenty-five percent (25%) breeding at time of pack. Federal regulations require that breeding (for meat and poultry) cannot exceed thirty percent (30%) without modifying the name of the product. Packers of breaded meat and poultry products normally will certify that breeding at time of pack will range between twenty-four percent (24%) and twenty-eight (28%). Thus, twenty-five (25%) means "normal". Contractor is required to furnish dated certificates from packers showing the packer's specifications on range of breeding. If a product has a CN label, then a breeding certificate is not required.
- D. **Fish Inspection and Grading:** Fish as identified herein must bear the PUFU (packed under Federal Inspection) Shield or USDA Grade Shield.
- E. **IQF:** The term "Individually Quick Frozen," or IQF, essentially means that the parts can be removed individually from packages. The term "quick" means frozen "at the time" in a freezer tunnel; wither by air blast, nitrogen or carbon dioxide.
- F. **CN Label:** When a product is CN (Child Nutrition) labeled, it is "certified" by the packer to conform to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal requirements. Product information will be submitted with IFB bid.

This information will include;

1. Manufacturer name and product code,
2. General description of product,
3. Portion or serving size and number of portions per case,
4. Is the product frozen, refrigerated or shelf stable, shelf life,
5. Cases per pallet (TI x HI),
6. Preparation and cooking instructions,
7. CN (child nutrition) documentation,
8. Ingredient listing,

9. Nutrition information,
10. Allergy information,
11. Meal contribution facts to include meat contribution and bread/grain ounce equivalency

USDA issues nutrition standards for all foods sold in school as required by the Healthy Hunger Free Kids Act of 2010. The nutrition standards are available at <https://www.fns.usda.gov/school-meals/nutrition-standards-school-meals>. Full details about regulations affecting school meals may be found at: <http://www.gpo.gov/fdsys/pkg/FR-2012-01-26/pdf/2012-1010.pdf>. All items Offeror proposes must conform to the standards published in the USDA Food Buying Guide for NSLP.

- G. **Grades:** The grades specified herein for fruits, juices and vegetables refer to "Packer Grades" except as specifically indicated otherwise. Packer grades, offered by major buying groups, have proven reliable over the years in that these groups utilize USDA standards. Packer grades are designated by color codes or brand names as shown in the accompanying chart.
- H. **Standards of Identity:** All products must conform to U.S. minimum standards requirements. If not, the supplier (packer) is in violation of the Contract with the District and with the Federal Food and Drug Administration and/or Federal Trade Commission.
- I. **Expanded Product and Nutrition Information:**

Upon request, the Contractor must assist in providing to the District and Participating Public Agencies product information to include, but not limited to;

- Manufacturer name and product code
- General description of the product
- Portion or serving size and number of portions per case
- Is the product frozen, refrigerated or shelf stable
- Product shelf life
- Cases per pallet (TI X HI)
- Preparation and cooking instructions
- Documentation of CN information
- Ingredient listing
- Nutrition information
- Allergy information
- Any information that relates to current regulations
- Manufacturer contact information

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

**1. Net Container Quantity** - The minimum net quantity of all products in cans and jars shall be in accord with Section 401 of the Federal Food, Drug and Cosmetic Act regarding the individual specifications for standard of fill for the product as prescribed in 21 CFR Part 100-169.

**2. Fill of Containers** - All products shall be filled as full as practical under good commercial packing practices without impairment of quality and otherwise in accord with Section 401 of the Federal Food, Drug and Cosmetic Act, regarding individual specifications for standards to fill (21 CFR Part 10-169).

**3. Drained Weights** - Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetic Act for drained weight, as prescribed in the individual specifications for each product in 21 CFR Part 100-169. Except for whole tomatoes, drained weight is not a factor of USDA grade. The USDA standards indicate recommended drained weights for certain items in which case these standards.

## 8. INFORMATION FOR OFFERORS TO SUBMIT

Bid shall be submitted in compliance with the following criteria:

- A. Bids must be signed, sealed and have the number of copies as indicated on the cover page. Bids are to be submitted to the location specified on the cover page herein. The solicitation number and opening date shall be noted on the face of the envelope. Offerors shall also submit two electronic copies of the bid in Microsoft Word, Excel or pdf format on a flash drive.
- B. Fax Bids will not be accepted.
- C. Bids must be submitted on forms provided, including the Market Basket, Attachment F.
- D. The Market Basket, Attachment F, form must be completed

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

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

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

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

## 9.0. BIDDING SCHEDULE / COST PROPOSAL

PRICE BID (JAN 2006): Notwithstanding any other instructions herein, you shall submit the following price information as a separate document: See Attachment F "Market Basket". This is provided as a separate attachment.

## 10.0. ATTACHMENTS TO SOLICITATION

- A. **Minority Participation Affidavit**
- B. **Offeror's Checklist**
- C. **Questionnaire**
- D. **No Bid Response**
- E. **Listing of School Districts in South Carolina**
- F. **Market Basket - \*See separate document excel spreadsheet\***

Attachment A

**Minority Participation Affidavit**

- Is the bidder a South Carolina Certified Minority Business? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- Is the bidder a Minority Business certified by another governmental entity?  
 (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, please list the certifying governmental entity: \_\_\_\_\_  
 \_\_\_\_\_
- Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_%
- Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? (Yes) \_\_\_\_\_ (No) \_\_\_\_\_
- If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_%

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- \_\_\_\_\_ Traditional minority
- \_\_\_\_\_ Traditional minority, but female
- \_\_\_\_\_ Women (Caucasian females)
- \_\_\_\_\_ Hispanic minorities
- \_\_\_\_\_ Temporary certification
- \_\_\_\_\_ Other minorities (Native American, Asian, etc.)

**Note:** *If more than one minority Contractor will be utilized in the performance of this contract, please provide the information above for each minority business.*

Attachment B

**OFFEROR'S CHECKLIST**  
*AVOID COMMON MISTAKES*

Review this checklist prior to submitting your bid  
If you fail to follow this checklist, you risk having your bid rejected.

- COMPLETED AND SIGNED ALL REQUIRED DOCUMENTS.
- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE BID TO MAKE SURE YOUR BID DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICTS MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: FOIA BIDDING INSTRUCTIONS, SUBMITTING CONFIDENTIAL INFORMATION. ***DO NOT MARK YOUR ENTIRE BID AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! Do NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!***
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR BID INCLUDES A COPY OF THE SOLICITATION COVER PAGE.
- MAKE SURE A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS SIGNS THE COVER PAGE.
- MAKE SURE YOUR BID INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR BID INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS! PLEASE SEE BIDDING INSTRUCTIONS AND ANY PROVISIONS REGARDING PRE-BID CONFERENCES.**

---

**NOTE:** This checklist is included only as a reminder to help Offerors avoid common mistakes  
Responsiveness will be evaluated against the solicitation **not** against this checklist.  
you do not need to return this checklist with your response.

---

Attachment C

QUESTIONNAIRE

The Bidder shall answer the following questionnaire which shall be used in the bid evaluation process in order to determine the responsible bidder.

**1. SAFETY:**

Have you had any OSHA fines within the last three (3) years? YES  NO

Have you had jobsite fatalities within the last five (5) years? YES  NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

**2. EXPERIENCE:**

Years in business under present name: \_\_\_\_\_

Licenses currently valid in force: \_\_\_\_\_

**3. REFERENCES**

Provide three references from agencies you have performed similar services for in the past two (2) years.

*Reference #1*

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone/Email #: \_\_\_\_\_

*Reference #2*

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone/Email #: \_\_\_\_\_

*Reference #3*

Industry: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone/Email # \_\_\_\_\_

Attachment D

CHARLESTON COUNTY SCHOOL DISTRICT  
NO BID REPLY FORM

**BID TITLE: B2441 Purchase of Perishable and Non-perishable Food Items and Distribution**

**IF YOU INTEND TO ENTER A “NO BID” RESPONSE TO OUR REQUEST FOR BIDS, PLEASE INDICATE YOUR REASONS BELOW. WE WILL USE THIS INFORMATION TO BETTER IDENTIFY BIDDERS FOR PARTICULAR COMMODITIES, UPDATE OUR RECORDS AND IMPROVE THE QUALITY AND CONTENT OF OUR REQUESTS FOR BIDS. THIS INFORMATION WILL NOT PRECLUDE YOUR RECEIPT OF FUTURE INVITATIONS UNLESS YOU REQUEST REMOVAL FROM THE BIDDERS LIST OR FROM A PARTICULAR PRODUCT CATEGORY. WE TREAT THIS “NO BID” RESPONSE AS A PROPER REPLY TO AN INVITATION. FAILURE TO RETURN THIS FORM FOR A “NO BID” COULD RESULT IN YOUR BEING REMOVED FROM THE BIDDERS LIST AS “NOT INTERESTED”.**

- ( ) 1. We do not wish to participate in the bid process.
- ( ) 2. We do not wish to bid under the terms and conditions of the request for bid document. Our objections are.....

\_\_\_\_\_  
\_\_\_\_\_

- ( ) 3. We do not feel we can be competitive.
- ( ) 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ( ) 5. We do not wish to sell to Charleston County School District. Our objections are.....

\_\_\_\_\_

- ( ) 6. We do not sell the items/service on which bids are requested.
- ( ) 7. Other

\_\_\_\_\_

- ( ) 8. We wish to remain on the bidders' list.
- ( ) 9. We wish to be deleted from the bidders' list.
- ( ) 10. Remove us from this item(s)/service only.

**COMPANY NAME** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attachment E**

**DISTRICT LISTING**

South Carolina Alliance Listing

These are districts within South Carolina that have the option to participate in the awarded contract.

The Palmetto Purchasing Group represents forward thinking School Food Service Departments and Directors from across the State of South Carolina. Everyday over 23.8% of the student population in South Carolina walks into one of our cafeterias (yes that is right 23.8% or 174,093+ students). We are focused on quality food and increasing participation. The School Districts participating for the 24-25 SY are listed below.

Kershaw County School District

Colleton County School District

Georgetown County School District

Lexington School District Three

Abbeville County School District

Pickens County School District

Newberry County School District

Spartanburg Four School District

Spartanburg Six County School District

Anderson School District One

Anderson School District Five

Greenwood School District 50

Greenwood School District 51

Greenwood School District 52

Union County Schools

Charleston County School District

Anderson 2 & 3

Saluda School District

Edgefield School District

Chester School District

Orangeburg School District

Laurens School District 56

York Preparatory Academy