SFA Name Barnwell County School District	Invitation for Bid	Solicitation Number: Date Issued: Procurement: Food Service Manager: Phone: E-Mail Address:	B0601-2025 - Milk April 1, 2025 Teresa Zorn, Director 803-541-3582 tzorn@bcsd.net

DESCRIPTION: **Term Contract for Milk**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:	PHYSICAL ADDRESS:
Barnwell County School District ATTN: Teresa Zorn 770 Hagood Ave Barnwell, SC 29812	Barnwell County School District ATTN: Teresa Zorn 770 Hagood Ave Barnwell, SC 29812

QUESTIONS MUST BE RECEIVED BY: May 9, 2025 to Teresa Zorn at (803)541-3582 or tzorn@bcsd.net

BIDS MUST BE RECEIVED PRIOR TO OPENING. Bids will be opened at 10:00am on May 16, 2025.

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

CONFERENCE TYPE: **Not Applicable** DATE & TIME: (As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: **Not Applicable**

AWARD & AMENDMENTS	Intent to award will be posted no later than **May 30, 2025**

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

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

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

___ Sole Proprietorship ___ Partnership ___ Other_____

___ Corporate entity (not tax-exempt) ___ Corporation (tax-exempt) ___ Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) _____ Area Code - Number - Extension Facsimile _____ E-mail Address
PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) ____Payment Address same as Home Office Address ____Payment Address same as Notice Address **(check only one)**	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) ____Order Address same as Home Office Address ____Order Address same as Notice Address **(check only one)**

ACKNOWLEDGMENT OF AMENDMENTS

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____Calendar Days (%)

End of Page Two

I. SCOPE OF SOLICITATION

SFAs School District is soliciting sealed bids for the exclusive provision of perishable milk products for the USDA School Breakfast and School Lunch Program for the 2025-2026 school year with an option to renew for up to four (4) additional one-year periods.

PARTICIPATING GOVERNMENTAL ENTITIES:

No other governmental entities are participating in this solicitation or any resulting contract.

II. SCOPE OF WORK/SPECIFICATIONS

Objective: To provide fresh milk products to provide for programs sponsored by the non-profit Child Nutrition Program of Barnwell County School District.

Type of Contract: A reimbursable cost plus a fixed fee for services contract will be awarded to the successful bidder. This will be a one-year contract with the option to renew for up to four (4) additional one- year periods.

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 or replacement of any damage caused to District property.

Contractor Responsibilities:

- Any form of tobacco/smoke products, alcohol and illegal drugs will not be allowed on District property.
- Guns, knives or any items deemed 'weapons' will not be allowed on District property.
- Awarded contractor will obtain a full criminal background check for any employees working on this contract. Contractor shall not permit employment of any person for this contract with a criminal record without written permission of the District. Employees with felony drug convictions or convictions on associated or directed weapons charges will not be allowed to work in the District. Upon request the contractor shall provide proof of such background checks. Contractor will be responsible for any cost associated with these checks.
- Employees must display proper identification while on District property.
- The contractor must comply with the provisions of the Civil Rights Act of 1964, as amended. They must also comply with all applicable federal, state and local laws and regulations pertaining to wages, hours, and conditions of employment.
- In accordance with Federal law and U.S. Department of Agriculture policy, the District is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.
- Buyer/Contractor Relationship: Under this contract it is the contractor's responsibility to represent the interest of the Student Nutrition Department of SFAs School 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.
- Rebates, Bonuses and other Financial Benefits: All rebates, bonuses, discounts or other financial benefits derived from the procurement process must accrue to the applicable Districts 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 Student Nutrition Department for each District.
- Buy America Provision: Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase to the maximum extent possible, domestic commodities or products used in meals served in the NSLP and SBP. "Domestic commodity or product" is defined as one that is

produced in the United States and over 51 percent of the final processed product consist of agricultural commodities that are grown domestically.

- Volume: The total quantity shown herein are estimated requirements for the contract period and the District(s) do not obligate themselves to purchase the full quantities indicated but the price offered must be allowed should the quantities be less. Requirements of the District(s) may also exceed the quantities shown and all orders received by the contractor during the term of the contract will be filled in accordance with the terms and conditions set herein set forth.
  The quantities stated herein are based on actual historical data derived from prior purchases for the District(s) during the preceding twelve (12) month period. Since these are estimated quantities the Food Service Director(s) and the contractor will work closely together to provide as much accuracy as possible in adjusting quantities so that the contractor will not be left with an extreme overage or underage of products.
- Successful contractor shall fill all original orders at a monthly average of 97% or above on the appropriate scheduled day. The remaining 3% shall be delivered within the next 24 hours.
- Delivery Time: All orders placed on this contract will require delivery between the hours of 6:30 am and 1:30 pm to the individual schools listed in Appendix A. A written schedule for ordering/delivery will be established by the District and mutually agreed upon with the contractor within five days after award.
- Deliveries will be made to the school on a regularly scheduled (3 times/week delivery) basis, except school holidays and closing days due to inclement weather. All schedules will remain constant throughout the duration of the contract. The contractor and the Districts must agree in writing to any mutually agreed upon changes to the schedule.
  Holidays shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery will be made on a day mutually agreed upon by the District and the contractor.
  Special or intermediate deliveries will be required only if a contractor fails to deliver a product on a regularly scheduled delivery.
- All milk products are to be kept at the proper temperature during and after delivery. Refrigerated trucks must be maintained and operating properly at all times. Deliveries are to be placed in the school milk cooler or designated cooler by the delivery person immediately.
- The successful bidder must have and maintain a superior rating from the state and local health agencies at all locations. All milk and dairy products are to be delivered in sturdy clean plastic baskets which are free from dirt, sand or any other residue. Empty plastic baskets or "milk crates" will be picked at each delivery.
- Milk deliveries following long holiday periods require special delivery considerations. Milk may be stored in the refrigeration equipment of the schools during certain holiday periods, or extended week-ends. Milk must be available prior to serving time after a holiday or extended week-end.
  Contractor may be required to reimburse Student Nutrition Department for failure to deliver milk to designated site(s) on scheduled day(s) due to gross negligence of driver or company and not due to conditions determined beyond the control of the contractor (breakdowns of delivery vehicle or as defined under force majeure). Reimbursements will be limited to the number of actual free, reduced and paid students participating at the site(s) and will be tied to the USDA reimbursement rates for free, reduced and paid meals for the school year in which the violation occurred.
- Deliveries shall be made as ordered with no substitutes. Unauthorized substitutions and deviations from stated orders are prohibited.
- Utilization reports will be issued to the District(s) monthly. These reports will be submitted showing total quantity delivered per item by location, and also including monthly totals. These reports must be submitted within by the 15th of the following month. Payments may be withheld if reports are not in.

PRODUCT SPECIFICATIONS: **The contractor must appear on the Interstate Milk Shippers (IMS) list. A copy of the last DHEC lab analysis must accompany your bid. Lactose-free flavored and non-flavored milk must be available for purchase. Only fresh, fluid Grade A cow's milk is to be used. No reconstituted or recombined products will be accepted. You must also include a copy of the nutritional analysis sheets for all bid items with your bid**.

- Milk 1% butterfat, minimum milk solids not fat 9%, US Grade A fresh, approved, pasteurized, homogenized, Vitamin A and D enriched (white only)
- White Milk, Non-Fat less than ½% butterfat, minimum milk solids not fat 9%, US Grade A fresh, approved, pasteurized, homogenized, Vitamin A & D enriched.
- Assorted flavors that may be available from dairy, Non-Fat, less than ½% butterfat, minimum milk solids not fat 9%, US Grade A fresh, approved pasteurized, homogenized, Vitamin A & D enriched.
- Whole Milk Pint (8 oz.) must be at least 146 calories, 7.93 g fat (49%), 11.03 g carbohydrates (30%), 7.86g protein (21%);
- Fat Free (Skim) white milk (8 oz. pint), must provide at least calories 247g, total carbohydrates 12g, total fat 0g, protein 8g.
- 1% Low Fat Butter Milk (half gallon / 1.89L) must be per 8 oz. cup: 110 calories, 2.5g fat, 13g carbohydrates, 9g protein
- Half and Half (half gallon / 1.89L) must be per 2 TBSP: 40 calories, 3.5g fat, 1g carbohydrates, 15 mg sodium, 1g protein
- Milk to be packaged in standard ½ pint (8 oz) container cartons (no plastic).
- Samples may be required from bidding companies.
- Lactose-Free milk must be available in all flavored and non-flavored milk.

Food and certain non-food items purchased under this contract by the District(s) are not subject to State and Federal Taxes. The tax exemption certificate will be furnished to the awarded contractor upon request.

The District(s) reserve the right to make site visits to successful contractor's operation facilities prior to and after award. Site visit may include a walk thru of warehouse and storage facilities and inspection and review of delivery fleet capabilities. Warehouse and vehicles must be clean and free of insects and rodents and be adequate for storing and delivering products.

Delivery drivers shall request the authorized school receiver, or his/her designee to verify the accuracy of quantities and condition of items. Each delivery shall be accompanied by a legible delivery ticket (signed by the authorized school receiver). Variations from the norm i.e. shortages, damages, etc. shall be noted on each ticket and initialed by the driver and the school receiver. Two copies are to be left at the school. All invoices must adhere to the following:

- Invoices must be legible with the description of item and price quoted on bid.
- Unit prices for all items shall be shown and accurately extended.
- All merchandise returns must be recorded by driver and two copies of this 'credit' left at the school.

Monthly statements are to be mailed to the attention of Sandy Harper, Accounts Payable at the school address or emailed to sharper@bcsd.net**.** The school district tries to pay on weekly but will pay monthly within 30 days of receipt of statement. Late charges will not be paid prior to 30 days after receipt of statement.

Award will be made to the lowest responsive and responsible bidder for an approved brand at the lowest net price. Should a condition arise where the product originally contracted can no longer be supplied, application for substituting another brand at an equal or lower price must be submitted to the District, and upon approval the substitution will be allowed. Substitution of products not approved by the District will result in the cancellation of this contract. Request for substitutions and out of stock items should be kept to a minimum.

III. INSTRUCTIONS TO OFFERORS - A. General Instructions

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All registered bidders will receive amendments, (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given.

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, you are offering to enter into a contract with the District. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with the District. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Specialist in writing.

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

BOARD AS PROCUREMENT AGENT: (a) Authorized Agent. All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Specialist. Unless specifically delegated in writing, the Procurement Specialist is the only District official authorized to bind the District with regard to this procurement. (b) Purchasing Liability. The Procurement Specialist is an employee of the District acting on behalf of the District pursuant to SFAs School District Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the District. The Board of Trustees is not a party to such contracts, unless and to the extent that the Board is a using District department and bears no liability for any party's losses arising out of or relating in anyway to the contract.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
   (i) Those prices.
   (ii) The intention to submit an offer; or
   (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid

solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

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

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

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

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

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

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS: By submitting an offer, Offeror certifies, to the best of its knowledge and belief, that offeror and/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency; 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 commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity.

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.

"Principals," for the purposes of this certification, means officers; 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).

Offeror shall provide immediate written notice to the Procurement Specialist 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.

If Offeror is unable to certify the above representations, Offer 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 Specialist may render the Offeror non-responsible.

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 above. 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 business dealings.

The certification 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 Director may terminate the contract resulting from this solicitation for default.

COMPLETION OF FORMS/CORRECTION OF ERRORS: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Specialist or his/her 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 the District's mail room which services the purchasing office prior to the bid opening.

DEFINITIONS: EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.
BOARD means SFAs School District Board of Trustees.
BUYER means the Procurement Specialist or his/her designee.
CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
CONTRACT See clause entitled Contract Documents & Order of Precedence.
CONTRACT MODIFICATION means a written order signed by the Procurement Specialist, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Specialist to order without the consent of the contractor.
CONTRACTOR means the Offeror receiving an award as a result of this solicitation.
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.
DISTRICT means SFAs School District (RHS)
OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
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.
PAGE TWO means the second page of the original solicitation, which is labeled Page Two.
PROCUREMENT SPECIALIST means the person, or his successor, identified as such on the Cover Page.
SOLICITATION means this document, including all its parts, attachments, and any Amendments.
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.
WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
YOU and YOUR means Offeror.

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government 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 government 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-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

DRUG FREE WORKPLACE 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.

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 8-13-790, (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 8-13-725, and (e) Persons hired to assist in the preparation of specifications or evaluation of bids Section 8-13-1150.

IRAN Divestment Act Certification (January 2015): (a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently the list is available at the following URL: http://procurement.sc.gov/PS/PS-iran-divestment.phtim(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the District to award a contract to you. (b) By signing your offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Specialist immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the District may be required to pay.

PROTESTS: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen 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 days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Procurement Specialist within the time provided.

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. Questions must be received by the Procurement Specialist no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the Procurement Specialist, and the

solicitation's title and number. 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 Specialist -- 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.

All questions shall be in writing and submitted to SFA via Email, Fax, or Mail. Please send questions to:

Mailing Address: BARNWELL COUNTY SCHOOL DISTRICT, 770 Hagood Avenue, Barnwell, SC 29812 ATTN: Teresa Zorn, Director of Food Service

Email: tzorn@bcsd.net

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

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 venturer 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 is has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

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, proposal, 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 SFAs School District, its officers 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.)

SUBMITTING YOUR OFFER OR MODIFICATION: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by 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) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) 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. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.
(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "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 and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

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. The withdrawal and correction of Offers is governed by Article 5-1520 of SFAs School District Procurement Code.

III. INSTRUCTIONS TO OFFERORS -- B. Special Instructions

CLARIFICATION: Pursuant to Article 5-1520.8, the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with offerors who have submitted an offer which obviously conforms in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

DISCUSSIONS WITH BIDDERS: After opening, the Procurement Specialist may, in his/her sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.

PROTEST – School Principal District Address: Any protest must be addressed to ____--- SFAs School District, and submitted in writing by mail, to such address.

SAMPLES: Free samples may be required for testing and/or evaluation. If requested, your failure to provide a sample will result in rejection of your offer. You must send your sample to the Procurement Specialist under separate cover, mark the solicitation number on the outside of the shipping carton, and tag each sample with your name and other pertinent information. The Procurement Specialist must receive your sample prior to opening date.

UNIT PRICES REQUIRED: Unit prices are to be shown for each item.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – General: Offeror shall submit a signed Cover Page and Page Two. Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII Bid Schedule/Cost Proposal (as appropriate); and any appropriate attachments addressed in section IX Attachments to Solicitation.

MINORITY PARTICIPATION

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
[ ] DOT referral (Traditional minority)
[ ] DOT referral (Caucasian female)
[ ] Temporary certification
[ ] SBA 8 (a) certification referral
[ ] Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

For a list of certified minority firms, please consult the Minority Business Directory, which is available at the following URL: http://www.govoepp.state.sc.us/osmba/

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR: To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an offeror's responsibility, the District Standards of Responsibility, and information from any other source may be considered. An Offeror must, upon request of the District, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

District Standards of Responsibility - Factors to be considered in determining whether the District Standards of Responsibility have been met include whether a prospective contractor has:

1. available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements.
2. a satisfactory record of performance.
3. a satisfactory record of integrity.
4. qualified legally to contract with the District; and
5. supplied all necessary information in connection with the inquiry concerning responsibility.

VI. AWARD CRITERIA

AWARD CRITERIA – Bids: Award will be made to the lowest responsible and responsive bidder(s) meeting all contractual obligations.

AWARD TO ONE OFFEROR: Award will be made to one Offeror.

UNIT PRICE GOVERNS: In determining award, unit prices will govern over extended prices unless otherwise stated.

VII. TERMS AND CONDITIONS – A. General

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Specialist.

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within TWO (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

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

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Specialist, (2) documentation regarding the clarification of an offer, if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Specialist, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Specialist shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Procurement Specialist in accordance with the District's Procurement Code, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South

Carolina. Contractor 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 State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FEDERAL EPA REQUIREMENTS: Statutory and Regulatory Compliance: The SFA and Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, regulations, and tariffs pertaining to the performance of this Contract, including but not limited to the following: Executive Order 11246 (Equal Employment Opportunity), as amended by Executive Order 11375 and as supplemented in United States Department of Labor regulations 41 CFR Part 60; Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; USDA-FNS Instruction 113-6 "Civil Rights Compliance and Enforcement in School Nutrition Programs;" Consumer Product Safety Act; the Immigration Reform and Control Act of 1986 in conjunction with the South Carolina Illegal Immigration Reform Act; the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended); and Section 306 of the Clean Air Act (42 U.S.D. 1857 {h}) in conjunction with Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Specialist's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT: (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with Article 1-45 of the SFAs School District Procurement Code. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable.

- All invoices for payment of purchases of goods or services shall be delivered to the Administrative Office of the appropriate District.
- All payment for purchases of goods or services shall be paid by the appropriate District within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

PUBLICITY: Contractor shall not publish any comments or quotes by District employees or include the District in either news releases or published list of customers, without prior written approval of the Procurement Department.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. 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. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

IRAN DIVESTMENT ACT – ONGOING OBLIGATIONS – (Jan 2015): You must notify the procurement department immediately if, at any time during the contract term, you are added to the Iran Divestment Act List.

SURVIVAL OF OBLIGATIONS: The Parties' rights and obligations which by their nature, would continue beyond the termination, cancellation, rejection, or expiration of the contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification Third Party Claims and any provisions regarding warranty or audit.

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 the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District'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 the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as 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.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY: This contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this contract as a third party beneficiary or otherwise.

WAIVER: The District does not waive any prior or subsequent breach of the terms of the contract by making payments on the contract, by failing to terminate the contract for lack of performance, or by failing to strictly or promptly insist upon any term of the contract. Only the procurement officer has actual authority to waive any of the District's rights under this contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS -- Special

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

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

CONTRACTOR'S LIABILITY INSURANCE:

1. 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 the types of 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:
    a. claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed:
    b. claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employee(s).
    c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employee(s).
    d. claims for damages insured by usual personal injury liability coverage.
    e. claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
    f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
    g. claims for bodily injury or property damage arising out of completed operations; and
    h. claims involving contractual liability insurance applicable to the contractor's obligations under the provision entitled Indemnification – Third Party Claims.

2. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis:
    a. Premises – Operations.
    b. Independent Contractor's Protective.
    c. Products and Completed Operations.
    d. Personal and Advertising Injury.
    e. Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification – Third Party Claims.
    f. Broad Form Property Damage including Completed Operations; and
    g. Owned, Non-owned and Hired Motor Vehicles.

3. The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:	
General Aggregate (per project)	$1,000,000
Products Completed Operations	$1,000,000
Personal and Advertising Injury	$1,000,000
Each occurrence	$1,000,000

Fire Damage (Any one fire)	$ 50,000
Medical Expense	$ 5,000

BUSINESS AUTO LIABILITY (including all owned, non-owned, and hired vehicles):

Combined Single Limit	$1,000,000
OR	
Bodily Injury & Property Damage (each)	$ 750,000

WORKERS COMPENSATION:
State Statutory
Employers Liability $100,000 per Accident
$500,000 Disease, Policy Limit
$100,000 Disease, Each Employee

4. **Required Documentation**:
   - **a. Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name SFAs School District as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis.**
   - **b. Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that**
     - **(1) names SFAs School District as an additional insured.**
     - **(2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the District has been given at least thirty (30) days written notice; and**
     - **(3) provides that the contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory.**
   - **c. Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company.**

5. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.
6. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

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.

DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the district, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

ESTIMATED QUANTITY – Unknown: The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The

omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

ILLEGAL IMMIGRATION (NOV. 2008): (An overview is available at www.procurement.sc.gov): By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

INDEMNIFICATION – Third Party Claims: Notwithstanding any limitation in this agreement, contractor shall defend and indemnify SFAs School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorney's fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from any defect in the goods or services acquired hereunder or from any act or omission of contractor, it's subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. District shall allow contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. District shall allow contractor to settle such suit or claim so long as:

a. all settlement payments are made by (and any deferred settlement payments are the sole liability of) contractor; and
b. the settlement imposes no nonmonetary obligation upon the District.

The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of contractor. District shall reasonably cooperate with the contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.

PRICE ADJUSTMENT (Price Escalation/De-escalation): All prices shall be firm until June 30, 2026 (the initial contract period). After this, prices for products can escalate or de-escalate upon the approval of the Director of Food Services. Requests for price escalation or de-escalation can be submitted in writing only on the basis of increases or decreases in costs of product raw material which must be supported by documentation from the authorized cooperative producer and approved by the United States Department of Agriculture. Requests may not be submitted for packaging or transportation cost increases. Any request for a price change must be submitted in writing to the Director of Food Services by the 25th day of the month to take effect the first day of the following month.

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

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 1 year, 0 months, 0 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: At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of 1-year(s), 0 month(s), and 0 day(s), unless contractor

receives notice that the District 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.

TERM OF CONTRACT – Termination by Contractor: Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Specialist notice of its election to terminate under this clause at least ninety (90) days prior to the expiration of the current term.

TERMINATION FOR CONVENIENCE – Indefinite Delivery/Indefinite Quantity Contracts: Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination.

BARNWELL COUNTY SCHOOL DISTRICT
DISTRICT PROFILE
AVERAGE DAILY PARTICIPATION

SCHOOL	BREAKFAST	LUNCH	SNACK	SUMMER
BLACKVILLE-HILDA HIGH **76 Atkins Circle** **Blackville, SC 29817**	35	109		
MACEDONIA ELEMENTARY **556 Jones Bridge Road** **Blackville, SC 29817**	272	453		
KELLY EDWARDS ELEMENTARY **1071 Elko Street** **Williston, SC 29853**	244	233		
WILLISTON-ELKO MIDDLE **12333 E Main Street** **Williston, SC 29853**	204	122		
BARNWELL HIGH **474 Jackson Street** **Barnwell, SC 29812**	234	135		
GUINYARD BUTLER MIDDLE **779 Allen Street** **Barnwell, SC 29812**	251	111		
BARNWELL PRIMARY **734 Hagood Avenue** **Barnwell, SC 29812**	435	570		
BARNWELL ELEMENTARY **10524 Marlboro Avenue** **Barnwell, SC 29812**	314	130		

BID SCHEDULE for 3-Day/Week Delivery of 8 oz. cartons

Item Description	Unit Price +	Fixed Fee =	Total Price x	Estimated Quantity =	Total Cost
1% White (low fat)				5000	
Fat Free (skim) Lactose-free Chocolate				9000	
Fat Free (skim) Lactose-free Strawberry				1500	
Fat Free (skim) Lactose-free Vanilla				1500	
Whole Milk, half gallon				n/a	
1% Low Fat Buttermilk, half gallon				n/a	
1% White (low fat) Lactose-free					
GRAND TOTAL					$

_____ _____

Written Name **Date**

_____

Authorized Signature

IX. ATTACHMENTS TO SOLICITATION

OFFEROR'S CHECKLIST – Avoid Common Mistakes

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

- Do not include any of your standard contract forms!

- Unless expressly required, do not include any additional boilerplate contract clauses.

- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the District's mandatory requirements.

- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT mark your entire bid/proposal 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/proposal includes a copy of the solicitation cover page. Make sure the cover page is signed by a person that is authorized to contractually bind your business.

- Include the completed Bid Schedule, copies of the latest DHEC Lab Analysis, and nutritional analysis for all of the items in the Bid Schedule.

- Check to ensure your Bid/proposal 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/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-bid/proposal conferences.

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.

Return the entire bid package with your response.

Appendix A: SFA Address and Contact Information

BARNWELL COUNTY SCHOOL DISTRICT
TERESA ZORN, DIRECTOR OF FOOD SERVICE
770 HAGOOD AVENUE
BARNWELL SC 29812
803-541-3582
tzorn@bcsd.net