BARNWELL COUNTY SCHOOL DISTRICT
OFFICE OF SCHOOL FOOD SERVICES

INVITATION FOR BID

Solicitation Issue Date: **April 21, 2025**
Solicitation Number: **B0601-2025-Bread**

Hand Deliver or Mail
Bids Only To:

Barnwell County School District
Food Service
770 Hagood Avenue
Barnwell, SC 29812

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

Submit Offer By (Opening Date/Time): **May 23, 2025**
10:00 am

Bid Opening: **Barnwell County School District**
770 Hagood Avenue, Barnwell, SC 29812

Contract Period: **August 1, 2025 – July 31, 2026**

Description: Contract to purchase fresh bread products

Type of Contract: Bottom Line Firm Price Bid

BIDS SUBMITTED VIA FACSIMILE MACHINE WILL NOT BE ACCEPTED.

IMPORTANT

Discussions/Negotiations:

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

Solicitation Outline

	Description	Page
I.	Scope of Solicitation	3
II.	Instructions to Offerors	
	A. General Instructions	3-5
	B. Special Instructions	5
III.	Scope of Work/Specifications	6-10
IV.	Information for Offerors to Submit	10
V.	Qualifications	11
VI.	Award Criteria	11
VII.	Term and Conditions	
	A. General	12
	B. Special	12-13
VIII.	Bid Schedule	14
IX.	Attachments to Solicitation	16-19
X.	List of Potential Bidders	20

I. SCOPE OF SOLICITATION

Acquire Supplies: The purpose of this solicitation is to establish a source or sources of supply for the purchase of fresh bread products for the USDA School Breakfast, School Lunch, Afternoon Snack, At Risk Afterschool Care Program (Supper) and the Summer Feeding Programs.

Maximum Contract Period – Estimated: August 1, 2025 through July 31, 2026 with option of a four year rollover it both parties are satisfied with service. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice to award.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i.) Those prices;

(ii.)The intention to submit an offer; or

(iii.)The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been or will not knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

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

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

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

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

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

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

The SFA may also access the Excluded Parties List System (EPLS). EPLS is a widely available source of the most current information about persons who are excluded or disqualified from covered Federal transactions. The SFA may but is not required to use the EPLS to determine if contractors are excluded or debarred as required under 7 CFR 3017.320. The EPLS link is http://epls.arnet.gov.

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 itself (including bid schedule).

Drug Free Workplace Act: The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended).

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

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

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

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

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

Submitting Confidential Information: Confidential Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40.

Barnwell County School District reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against **Barnwell County School District** for its determination in this regard.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

Conference – Pre-Proposal: A pre-bid conference for all potential bidders will not be held for this solicitation

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

Discussion with Bidders: After opening, the Procurement Officer or other designated official may, in his sole discretion initiate discussions with you to discuss the bid. Discussions are 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.

Right To Protest: Bidders right to protest shall comply with the SFA's policy on protest procedures.
Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.

III. SCOPE OF WORK/SPECIFICATIONS

Objective: The purpose of this solicitation is to establish a source or sources for the purchase of fresh bread products for the USDA School Breakfast, School Lunch, Afternoon Snack, At-Risk Afterschool Care Program (Supper), and the Summer Feeding Programs located in **Barnwell County School District.**

Type of Contract: A bottom line firm price will be awarded to the successful bidder by **Barnwell County School District** for the period August 1, 2015 until July 31, 2016 and in accordance with the Provisions and Conditions of this Solicitation. The contract may, at the discretion of the SFA and Contractor, be renewed annually for up to four (4) additional one (1) year periods as per the terms and conditions.

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

Contractor Responsibilities:

1. All forms of tobacco products, alcohol, and drugs shall not be allowed on SFA's premises.

2. Guns, knives, or other dangerous weapons shall not be allowed on SFA's premises.

3. Contractor shall obtain a full criminal background check for contractor's employees and other persons carrying out the contract on the contractor's behalf. The contractor shall not permit employment of any person with a criminal record without written permission of the SFA. Upon request of the SFA, the contractor shall provide proof that such background checks were executed and the restrictions on employment mandated by the SFA were followed. Contractor shall be responsible for cost associated with background checks.

4. Contractor shall not permit employment of any person with felony drug convictions or with convictions on associated or directed weapons charges.

5 The successful contractor, his employees, and all subcontractors should possess and display proper identification while on SFA property.

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

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

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 SFA, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

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

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

Bidding Schedule/Evaluation/Award: The attached Bidding Schedule (page 15) and Bread Bid Schedules (pages 18-19) must be used when responding to this bid. Complete Bidding Schedule and Bread Bid Schedule as required and submitted. Bids must be submitted for all items and bid as a complete lot.

The bid cost for all items shall remain firm for the entire contract period. Request for price increases shall be submitted prior to the time of renewal and may not exceed the Food Away From Home Series for Bread Products of the Consumer Price Index of the previous calendar year or 3%, whichever is less at the time of renewal. Award will be made by complete lot to the lowest bidder with the lowest bottom line for **ALL** items in Lot A, Lot B, Lot C, and Lot D and has met the requirements as set forth in the bid document. Failure to bid on all items containing estimated quantities within a lot may be reason for rejection.

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

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

Delivery Time: All orders placed on this contract will require delivery of goods once or twice a week as bid between the hours of 7:00 am and 2:00 pm to the schools listed in the solicitation.

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

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

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

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

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

Delivery Requirements: All bread products shall be delivered fresh with the pack code included on each package. All fresh products shall be no more than 24 hours old (48 hours if delivery day follows a day business is closed.

Drivers shall rotate and observe FIFO, and then place all products, both existing and new, in areas designated by cafeteria managers. (FIFO represents First In, First Out rotation practices.)
Drivers will be identifiable to customers during deliveries by wearing name tags and uniforms with the company name and delivery driver's name.

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

Product Specifications: The bakery products required herein shall conform and be packaged in accordance with industry standards and any South Carolina rules and regulations already established.

All bakery products will be packaged with materials used to contain and deliver the product in accordance with proper commercial bakery practice. Products that have an unsatisfactory appearance or contain mold will be rejected, regardless of the packaging or expiration dates.

Bakery products may be wrapped in standard commercial packaging with the nutrition label, Julian date, manufacturing plant code, and expiration date **or** wrapped in clear plastic wrap with the nutrition label, Julian date, manufacturing plant code, and expiration date.

Products that bear **"SALE"** price stickers, etc., shall not be delivered to schools. Such practice may constitute non-performance of the contract and can result in termination.

Due to changes in the Healthy Hunger Free Kids Act of 2010, in order for SFAs to receive credit in the Child Nutrition Programs, a whole grain-rich food must contain at least 50 percent whole grains and the remaining grain content of the product must be enriched. For bread products, whole grain must be the primary ingredient by weight (a whole grain is the first ingredient in the list). However, water may be also listed as the first ingredient.

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

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

Sanitation Requirements: All bread racks must be cleaned and in good condition with empty racks collected from the schools on a regular delivery basis. End of the year rack and roller collections shall be completed within five (5) days after school has dismissed for the summer.

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

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

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

Buy American Provision: Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase to the maximum extent possible, domestic commodities or products used in meals 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.

Product To Be Supplied: Award will be made to the lowest responsible and responsive bidder on Lot A for an approved brand on the lowest net price. Should a condition arise where the product originally contracted can no longer be supplied by the contractor, application for substitution another brand under the contract at an equal or lower price must be submitted to the Director of Food Service for the SFA and upon his/her approval, the substitution will be allowed. Substitution of product not approved by the food service director will result in the cancellation of the contract. Requests for substitutions and out of stock items should be kept to a minimum.

Repeated requests for substitution of product originally bid in this contract may be grounds for prohibiting a contractor to submit bids with the SFA for items on the next bid.

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

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

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

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

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

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

Price Adjustments: The price of the fresh bread products shall remain firm during the contract period.

IV. INFORMATION FOR OFFERORS TO SUBMIT

Information for Offerors to Submit – General:

Submission of a Bid:

Bids shall be submitted in compliance with the following criteria:

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

B. Fax bids will not be accepted.

C. Completion of Forms/Correction of Errors: All prices and notations must be written in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

D. Only bids submitted on bid forms furnished with this solicitation will be considered.

E. The "Bidding Schedule" form (Page 14) and the Bread Bid Schedule Form (pages 16-19) must be completed and signed. In addition, the Bid Form must be completed, extended and attached to the "Bidding Schedule" in the sealed "BID" envelope.

F. Nutritional fact sheets with product identification number for each item must be submitted with the bid. The information must include at a minimum the nutrition label, ingredients and how the product meets the whole grain rich requirement as defined in the Healthy Hunger Free Kids Act of 2010 "Nutrition Standards in the National School Lunch and School Breakfast Programs".

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

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

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

V. QUALIFICATIONS

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

Subcontracting: No portion of the work shall be subcontracted without prior written consent of the SFA. In the event the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the SFA with the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. In addition, the contractor must include an attestation statement certifying that all subcontractors working on behalf of the contractor applicable coverage as specified in "Insurance Requirements" on page 13 and will maintain that coverage throughout the contract period including extensions.

VI. AWARD CRITERIA

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

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

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

VII. TERMS AND CONDITIONS – A. GENERAL

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

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

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

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

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

VII. TERMS AND CONDITIONS – B. SPECIAL

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

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

A. ***Workers' Compensation:*** Coverage of all individuals engaged in any work under this contract and meeting the requirements of S.C. Law regarding worker's compensation insurance as statutory required by law, including employee liability coverage up to $1,000,000.

B. ***Comprehensive General Liability:*** The contractor shall have in effect at all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be $1,000,000 per occurrence.

C. ***Comprehensive Automobile Liability:*** Limits of coverage shall not be less than $1,000,000 combined single limit per accident.

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

A. **Termination for Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of the SFA without the required thirty (30) days

advanced written notice, then the SFA may negotiate reasonable termination costs, if applicable.

B. **Termination for Cause:** Termination by the SFA for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

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

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

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

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

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

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

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

VIII. BID SCHEDULE:

BARNWELL COUNTY SCHOOL DISTRICT
BIDDING SCHEDULE

LOT A: Weekly Delivery of Bread (Commercially Wrapped) _____

LOT B: 2-Day/Week Delivery of Bread (Commercially Wrapped) _____

LOT C: Weekly Delivery of Bread (Clear Wrapped) _____

LOT D: 2-Day/Week Delivery of Bread (Clear Wrapped) _____

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

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

Name of Offeror

(Full legal name of business submitting the offer)

State of Incorporation

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

Taxpayer Identification Number

_____ _____

Signature
(Authorized Company Official) **Date**

_____ _____

Print or Type Name **Title**

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

IX ATTACHMENTS TO SOLICITATION

DELIVERY LOCATIONS:

BARNWELL COUNTY SCHOOL DISTRICT
OFFICE OF SCHOOL FOOD SERVICE
SFA PROFILE
AVERAGE DAILY PARTICIPATION

SCHOOL	LUNCH	BREAKFAST
Blackville-Hilda High 76 Atkins Circle Blackville, SC 29817	111	50
Macedonia Elementary 556 Jones Bridge Road Blackville, SC 29817	325	350
Kelly Edwards Elementary 1071 Elko Street Williston, SC 29853	267	275
Williston-Elko Middle 122333 Main Street Williston, SC 29853	220	110
Barnwell High 474 Jackson Street Barnwell, SC 29812	250	100
Guinyard Butler Middle 779 Allen Street Barnwell, SC 29812	255	115
Barnwell Elementary 10524 Marlboro Avenue Barnwell, SC 29812	325	150
Barnwell Primary 734 Hagood Avenue Barnwell, SC 29812	445	585

WEEKLY DELIVERY OF BREAD PRODUCTS
COMMERCIALLY WRAPPED BREAD PRODUCTS

Description	Unit Measure	Estimated Quantity	Unit Price	Extended Price
Loaf, whole grain-rich wheat, sandwich style sliced 24 slices per 24 oz. loaf	Loaf		$	$
Loaf, whole grain-rich white wheat, sandwich style sliced 24 slices per 24 oz. loaf	Loaf		$	$
Roll, hamburger, pre-sliced, 4” diameter, whole grain-rich wheat, 12 per package	Package		$	$
Roll, hamburger, whole grain-rich white wheat, pre-sliced, 4” diameter, 12 per package	Package		$	$
Roll, hoagie, whole grain-rich wheat, pre-sliced, 6” diameter, 8 per package	Package		$	$
Roll, hoagie, whole grain-rich white wheat, pre-sliced, 6” diameter, 8 per package	Package		$	$
Roll, hotdog, whole grain-rich wheat, pre-sliced, 6” long, 12 per package	Package		$	$
Roll, hotdog, whole grain-rich white wheat, pre-sliced, 6” long 12 per package	Package		$	$
Total Price for Lot A:				$

2/DAY WEEK DELIVERY OF BREAD PRODUCTS
CLEAR WRAPPED BREAD PRODUCTS

Description	Unit Measure	Estimated Quantity	Unit Price	Extended Price
Loaf, whole grain-rich wheat, sandwich style sliced 24 slices per 24 oz. loaf	Loaf		$	$
Loaf, whole grain-rich white wheat, sandwich style sliced 24 slices per 24 oz. loaf	Loaf		$	$
Roll, hamburger, pre-sliced, 4" diameter, whole grain rich wheat 12 per package	Package		$	$
Roll, hamburger, whole grain-rich white wheat, pre-sliced, 4" diameter, 12 per package	Package		$	$
Roll, hoagie, whole grain-rich wheat, pre-sliced, 6" diameter, 8 per package	Package		$	$
Roll, hoagie, whole grain-rich white wheat, pre-sliced, 6" diameter, 8 per package	Package		$	$
Roll, hotdog, whole grain-rich wheat, pre-sliced, 6" long, 12 per package	Package		$	$
Roll, hotdog, whole grain-rich white wheat, pre-sliced, 6" long 12 per package	Package		$	$
Total Price for Lot B:				$

WEEKLY DELIVERY OF BREAD PRODUCTS
COMMERCIALLY WRAPPED BREAD PRODUCTS

Description	Unit Measure	Estimated Quantity	Unit Price	Extended Price
Loaf, whole grain-rich wheat, sandwich style sliced 24 slices per 24 oz. loaf	Loaf		$	$
Loaf, whole grain-rich white wheat, sandwich style sliced 24 slices per 24 oz. loaf	Loaf		$	$
Roll, hamburger, pre-sliced, 4” diameter, whole grain-rich wheat, 12 per package	Package		$	$
Roll, hamburger, whole grain-rich white wheat, pre-sliced, 4” diameter, 12 per package	Package		$	$
Roll, hoagie, whole grain-rich wheat, pre-sliced, 6” diameter, 8 per package	Package		$	$
Roll, hoagie, whole grain-rich white wheat, pre-sliced, 6” diameter, 8 per package	Package		$	$
Roll, hotdog, whole grain-rich wheat, pre-sliced, 6” long, 12 per package	Package		$	$
Roll, hotdog, whole grain-rich white wheat, pre-sliced, 6” long 12 per package	Package		$	$
Total Price for Lot C:				$

2/DAY WEEK DELIVERY OF BREAD PRODUCTS
CLEAR WRAPPED BREAD PRODUCTS

Description	Unit Measure	Estimated Quantity	Unit Price	Extended Price
Loaf, whole grain-rich wheat, sandwich style sliced 24 slices per 24 oz. loaf	Loaf		$	$
Loaf, whole grain-rich white wheat, sandwich style sliced 24 slices per 24 oz. loaf	Loaf		$	$
Roll, hamburger, pre-sliced, 4” diameter, whole grain rich wheat 12 per package	Package		$	$
Roll, hamburger, whole grain-rich white wheat, pre-sliced, 4” diameter, 12 per package	Package		$	$
Roll, hoagie, whole grain-rich wheat, pre-sliced, 6” diameter, 8 per package	Package		$	$
Roll, hoagie, whole grain-rich white wheat, pre-sliced, 6” diameter, 8 per package	Package		$	$
Roll, hotdog, whole grain-rich wheat, pre-sliced, 6” long, 12 per package	Package		$	$
Roll, hotdog, whole grain-rich white wheat, pre-sliced, 6” long 12 per package	Package		$	$
Total Price for Lot D:				$