REQUEST FOR PROPOSALS (RFP) AND SUBSEQUENT CONTRACT FOR CHILD NUTRITION PROGRAM "FOOD SERVICE MANAGEMENT COMPANY" SERVICES FIRM PRICE PER MEAL

[December 2025 ART# 32170]

Invitation to Submit Proposal for
Food Service Management Company (FSMC)

RFP Reference Number: 2026-001

RFP Release Date: March 16, 2026

Completed, sealed proposals must be submitted
no later than April 14, 2026 by 11:00 AM ET

RFP Issued By:

Florence County School District 2
2121 S. Pamplico Hwy
Pamplico, SC 29583
Dr. Neal Vincent
Superintendent
843-493-2502

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Schedule of Events		
Event/Activity	**Event Date**	**Event Time**
RFP Release Date *	3/16/2026	N/A
Pre-proposal Conference Question Deadline (if applicable)	3/20/2026	2:00 PM
Pre-proposal Conference and/or Site Visit	3/26/2026	10:00 AM
Final Question Deadline (no questions accepted after this date)	3/30/2026	4:00 PM
Questions Answered by SFA in an Amendment to the RFP	4/2/2026	4:00 PM
Sealed Proposal Submission Deadline **	4/14/2026	11:00 AM
Proposal Receipt/Logging	4/14/2026	11:00AM
Proposal Evaluation Completion Date	4/21/2026	N/A
Winning Proposal Presented at Board Meeting	5/18/2026	N/A
Notice of "Intent to Award" Posted	5/192026	N/A
Proposed Contract Signature Date	6/2/2026	N/A
Anticipated Contract Start Date for Selected FSMC	07/01/2026	N/A

*10 days before Pre-Proposal Conference and/or Site Visit
**10 days after Pre-Proposal Conference and/or Site Visit

NOTE: The most restrictive regulatory requirements must be followed in terms of timing for certain events during the RFP and the Award Process.

Federal regulation citations concerning food service management company contracts can be found in 7 CFR Part 210 National School Lunch Program. State regulations regarding food service management companies can be found in the South Carolina Code of Regulations, Section R 43-169.

Federal regulations require a minimum 21-day period between the advertisement of the solicitation and the due date for responses. However, given the complexity of the process, the likelihood of questions from potential offerors, and the need for site visitations, the SFA should plan on a minimum of 60 days between the advertisement of the solicitation and the due date for responses.

Index of Applicable Regulatory Citations and Policy Guidance

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

7 CFR Part 210—National School Lunch Program

210.8(a)	SFA monitoring responsibilities
210.9(b)	Annual Program Agreement
210.9(b)(7)	Determination of free and reduced eligibility by SFAs
210.9(b)(17) & (19)	Record retention requirements
210.11	Competitive food services and “Smart Snacks” guidelines
210.13	Facilities management
210.16(a)	SFA contract parameters and conditions:
210.16(a)(1)	Adhere to procurement standards
210.16(a)(2)	Operation is in conformance with contract
210.16(a)(3)	Periodic on-site visits
210.16(a)(4)	SFA control of meals/food service quality and prices
210.16(a)(5)	Signature authority (SFA retains control)
210.16(a)(6)	Appropriate use of USDA foods
210.16(a)(7)	Health certification
210.16(a)(8)	Advisory board
210.16(a)(9)	SFA must adopt all SCDE changes to solicitation prior to issuance
210.16(a)(10)	SCDE has reviewed and approved contract terms and conditions, as well as all changes to the contract prior to execution
210.16(b)	Invitation to bid
210.16(b)(1)	Twenty-one day cycle menu
210.16(b)(2)	Nonperformance
210.16(c)	Contract provisions allowing "cost-plus-a-percentage-of-cost" and "cost-plus-a-percentage-of-income" prohibited.
210.16(c)(1)	FSMC shall maintain records to support SFA's claim for reimbursement
210.16(c)(2)	FSMC health certification for any facility used outside of schools
210.16(c)(3)	Nonpayment conditions (spoiled or unwholesome foods, etc.)
210.16(d)	Duration of contract
210.21	Procurement

7 CFR Part 215—School Milk Program

7 CFR Part 220—School Breakfast Program

7 CFR Part 225 – Summer Food Service Program

7 CFR Part 245—Determining Free and Reduced Eligibility

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

7 CFR Part 250—USDA Foods

250.12(b)(4)	Restitution for USDA Foods in connection with claims

250.12(c)	FSMC responsibility for use of USDA Foods
250.13(e)	Improper distribution, loss of or damage to USDA Foods
250.23	Buy American Provisions
250.50(a)	Use of Donated Foods
250.51(a),(b), & (c)	Crediting and Value of Donated Foods
250.52(a) & (b)	Storage and Inventory of Donated Foods
250.53(c)	Substitution of Ground Beef and Pork

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

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

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

Contracting with Food Service Management Companies (2022 Chapter 14 Food Service Management Companies Food Service Management Companies (FSMC) (sc.gov))

South Carolina Consolidated Procurement Code (South Carolina Code of Laws, Title 11, Section 35, South Carolina Code of Regulations R.19-445, and the Procurement Compendium, Version 2.0.2 (Interim version released September 2017)

SECTION ONE – Definitions

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

Amendments—written documents issued by the SFA prior to the opening of proposals which modifies the RFP documents by addition, deletions, clarifications, or corrections.

Appendices—documents to be provided by the SFA to the FSMC as part of the RFP.

Attachments—documents to be provided by the FSMC in response to the RFP/contract.

ADM/ADP—Average Daily Membership/Participation

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

Board—the Board of Education of the SFA. Unless otherwise authorized by the SFA, the SFA's Board of Education shall provide final approval of the Evaluation Committee's RFP recommendation to the chief procurement officer.

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

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

CN (Child Nutrition) Label—indicates that the product conforms to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution made by a given amount of product toward meal pattern requirements.

Child Nutrition Program (CNP)—is the preparation and service of food to the SFA's students, staff, employees, and authorized visitors. The CNP may include but is not limited to the National School Lunch Program, SBP, After School Snack program, FFVP, Summer Food Service Program, and the SSO, as well as catering services and à la carte food service.

Competition—the process by which two or more companies attempt to secure business by offering the most favorable terms on price, quality, and service.

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

Contract—a formal, legally enforceable agreement duly executed by the authorized representative of the SFA and the FSMC. The SFA's RFP and the contractor proposal to the RFP will become the final contract.

Contract Award—the awarding of a contract to a successful offeror signifying the acceptance of the proposal.

Contract Documents—any letters, forms, attachments, or other documents that the offeror submits with the proposal and any documents provided by the SFA in the context of this RFP, unless the terms in any such documents conflict with any term in the RFP.

Current Year—the period beginning July 1 and ending June 30.

Decimals—meal charges are to be listed out to four (4) decimal places, if applicable.

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

Domestic Commodity or Product – an agricultural commodity that is produced in the United States; and /or a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

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

Number of Schools—new schools added.

Changes in Enrollment—decreases and increases in student enrollment and the corresponding change expected in participation.

Changes in Price—meal price changes (determined by the SFA);

Cost Increases—cost increases limited to a measurable index (such as the Consumer Price Index for All Urban Consumers); and

Meal Equivalency—minor adjustments to the per meal equivalency.

Examples of substantive changes which could require the SFA to re-solicit the contract include but are not limited to: major changes to the formula for determining meal equivalency; major shift in responsibilities for SFA/FSMC staff; and/or significant changes in the basis for determining guaranteed returns.

Exhibits—documents the FSMC may choose to use to calculate their firm fixed price.

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

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

Food Service Facilities—are the areas, improvements, personal property, and facilities made available by the SFA to the FSMC for the provision of the food services.

Food Service Management Company (FSMC)—a commercial enterprise or a nonprofit organization that is or may be contracted with by a SFA to manage any aspect of the school food service.

FSMC's Responsibility—requires each FSMC to fully acquaint themselves with conditions relating to the scope and restrictions of this RFP. The failure or omission of a FSMC to acquaint themselves with existing conditions shall in no way relieve the FSMC of any obligation with respect to an offer and/or contract.

Firm, Fixed-Price Contract—under this type of contract, the FSMC is required to perform the work described in the contract. **The price is not subject to any adjustment based on the FSMC's cost experience in performing the contract.** The firm fixed price contract includes any management fee and/or administrative allowance for the financial reporting; legal, tax, and audit services; and management oversight provided to client locations by FSMC at the regional and corporate levels.

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

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

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

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

Material Change – defined as a change that, had other offerors known of the change at the time they submitted their responses to the RFP, would have caused them to respond differently to the solicitation. Federal regulations under 2 CFR 200.324(b)(5) specify that when a proposed contract modification changes the scope of the contract or increases the contract amount by more than the federal Simplified Acquisition Threshold (currently set at $250,000 per 2 CFR 200.88), the SFA must submit the proposed changes to the SCDE for review and approval. State or local acquisition thresholds may be more restrictive, and the most restrictive threshold applies.

Meal Equivalents—defined as the common denominator for calculation of the per meal guarantee. The meal equivalent formula shall be determined by dividing the total of cash receipts, other than from sales of National School Lunch and Breakfast Program meals of Cash Equivalents, by the Equivalency Factor.

A. For the purpose of this calculation, the number of lunch meals served to children and adults through the National School Lunch Program (including the SSO) and the SFSP shall be determined by actual count. The number of breakfast meals served to children and adults through the SBP (including the SSO) and the SFSP shall be three breakfasts per two lunches (conversion factor of .66) is equal to one meal equivalent. The number of afterschool snacks served to children and adults through the National School Lunch Program shall be divided by three.

B. À la carte meal equivalents shall be computed by dividing à la carte sales (made to students and adults only through the child nutrition program) by the current USDA free lunch reimbursement rate (to include the USDA "six cents" performance-based funding and any other future USDA performance-based funding) plus the current USDA foods value per meal. This calculation shall exclude USDA school-specific severe need funding. This calculation shall be adjusted annually to reflect changes in USDA reimbursement rates.

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

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

Non-Federal Entity – means a state, local government, Indian tribe, Institution of Higher Education (IHE), or

nonprofit organization that carries out a federal award as a recipient or sub-recipient.

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

Offeror—a vendor who responds to a solicitation; for this purpose, the offeror is the FSMC responding to the RFP.

On-site—defined as the physical location of the food preparation facilities of the SFA as presented in RFP.

Pre-proposal Conference—helps ensure that each FSMC understands the RFP.

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

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

Proposal—a complete and properly signed response to the RFP. The proposal is presented as described in the response to RFP section of the school district RFP. The entire RFP will become the legal contract when approved, awarded, and signed.

Proposal Opening—the process of opening and reading the content of proposals for the first time, at the date, time, and location specified in the Request for Proposals.

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

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

Request for Proposal (RFP)—the document that communicates to potential FSMCs the requirements of the SFA. The RFP must be submitted in its entirety and will become the final contract. No substitute contract will be accepted.

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

SBP—School Breakfast Program

Servicewares—items utilized in the service of food, including but not limited to such things as chinaware, glassware, and silverware.

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

Signature Authority—the SFA shall retain signature authority on the child nutrition Program Agreement, Free and Reduced-Price Policy Statement and all claims made for reimbursement.

Simplified Acquisition Threshold – means the dollar amount below which a non-federal entity may purchase property or services using small purchase methods. Non-federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the Simplified Acquisition Threshold. The Simplified Acquisition Threshold is set by the Federal Acquisition Regulation at 48 CFR subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. Currently, the Simplified Acquisition Threshold is $250,000, but this threshold is periodically adjusted for inflation.

Specifications—are written descriptions of what the purchaser requires and, consequently what a respondent **must** offer to be considered eligible for an award.

Special Food Service Functions—requested by the SFA shall be provided at a firm price mutually agreeable to the FSMC and SFA. The FSMC and the SFA shall agree as to what portion of this cost is to be reimbursed to the FSMC and what portion will be paid directly by the SFA. All cost related to special food service functions shall be clearly identifiable on the monthly billing and shall not be considered when determining the number of meal equivalents for which the FSMC will be paid a management fee or the performance of the FSMC as it relates to compliance with the meal equivalent cost guarantee. No USDA foods can be used for such functions. In addition, no food, labor, and supplies appropriated for the child nutrition program can be used for these functions.

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

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

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

USDA—the United States Department of Agriculture.

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

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

Vendor—a merchandiser of complete meals, meal components, or raw materials.

SECTION TWO – General Information

A. Intent

This Request for Proposal (RFP) is for the purpose of obtaining proposals and ultimately entering into a contract to provide FSMC services for the ___Florence County School District 2_ nonprofit school food service program, hereinafter referred to as the SFA. Schools listed in Appendix A are equipped as on-site preparation facilities. **The food service employees listed in Appendix Care employees of the SFA and shall be given the opportunity to remain SFA employees. The employees who fall under the current FSMC contract shall have the opportunity to transfer to the winning FSMC bid. However, all new employees hired after the signing of the contract will be employees of the FSMC.**

The offeror or Food Service Management Company (FSMC) will be referred to as the FSMC, and the Contract will be between the FSMC and the SFA. The FSMC shall offer assurances that all operations addressed in the RFP will be conducted in a manner that is consistent with the goals of the SFA's Child Nutrition Program, which is to provide nutritionally balanced meals of high quality to students at an economical price in an attractive, appealing, and friendly environment.

B. Procurement Method

A competitive proposals process will be utilized to procure FSMC services. **All procurement transactions shall be conducted in a manner that provides maximum, open, and free competition consistent with federal regulations as defined in 2 CFR 200 and 400.**

The SFA acknowledges its responsibility to ensure that all terms and conditions of the RFP conform to its local procurement code, as well as the South Carolina Consolidated Procurement Code (South Carolina Code of Laws, Title 11, Section 35, South Carolina Code of Regulations R.19-445, and the Procurement Compendium (currently Version 2.0.2 (June 2017)) as applicable. **Any changes to the RFP template shall be documented as a separate addendum or amendment. These changes shall be reviewed and approved by the South Carolina Department of Education (SCDE) prior to the issuance of any RFP.**

C. Pre-Proposal Conference and/or Site Visit

1. A mandatory meeting with interested FSMC will be at:

   10:00 AM Eastern Time (ET) on 3/26/2026 at:

   ____ _____ 2121 Pamplico Highway_____
   Pamplico, SC 29583

The purpose for the meeting will be to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials. During the pre-proposal meeting, information and materials pertaining to the child nutrition program's operation may be distributed to each offer represented.

FSMCs will have the opportunity to ask questions and clarify any information contained in the RFP. Any questions not addressed at the pre-proposal meeting must be submitted in writing to the SFA by the deadline specified here-in.

Written Inquiries
All communications and inquires shall be directed to:

Contact Person's Name (*First & Last):* *Donnie Boland*	Contact Person's Title: Consultant		
Address: 7 Cherry Lane	City: West Columbia	State: SC	Zip Code: 29170
Email Address: Donboland55@hotmail.com	Phone Number (*Area Code/No.):* *803.707.4444*		

Written responses to questions received will be distributed by e-mail and/or first-class mail to all FSMCs that attend the pre-proposal meeting and will be referred to as Appendix O.

D. Proposal Submission and Award

1. Proposal submission deadline: 11:00 AM Eastern Time (ET) on 4/14/2026.

2. Proposals to be submitted to this address:

Name of Agency and Procurement Officer Florence County School District 2	
Physical address: 2121 S. Pamplico Highway Pamplico, SC 29583	Mailing Address: 2121 S. Pamplico Highway Pamplico, SC 29583

3. **Six (6) hard copies of the offer are to be delivered in a sealed container marked ATTN: Donnie Boland: RFP 2026-001. In addition, <u>a redacted copy of the proposal is required to be considered responsive. In addition, two (2) complete electronic copies of the redacted copy and (2) complete electronic copies of the non-redacted copy of the proposal are to be submitted on USB drives.</u> Faxed and/or e-mailed copies will <u>not</u> be accepted.** Each proposal must include all required responses and documents at the time of public acceptance stated here-in. To be considered, each offeror must submit a complete response to this solicitation using the required format and forms provided. All proposals must convey <u>all</u> of the information requested to be considered responsive. Any time prior to the proposal opening, the FSMC may withdraw a submitted proposal by submitting a request in writing. The SFA reserves the right to reject any or all proposals and to cancel this solicitation if deemed to be in the best interest of the SFA. The SFA reserves the right to reissue the RFP.

4. If the offer includes any information that should be marked as "Confidential," "Trade Secret," or "Protected", one complete copy of the offer from which these items have been concealed (the redacted copy) must be included. The redacted copy should (i) reflect the same pagination as the original and be submitted on magnetic media. Except for the information concealed, the redacted copy must be identical to the original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password.

5. **<u>If the entire proposal is marked as exempt from public disclosure, or if a redacted copy is not submitted as required, the SFA may, in its sole discretion, determine that the bid or proposal is nonresponsive and ineligible for award.</u>**

6. The award shall be made to the highest-ranked, qualified, and responsible offeror whose proposal is most

responsive to this solicitation. A responsible offeror is FSMC whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation and whose responses best meet the criteria contained throughout the RFP. Price will be the highest weighted factor. An Evaluation Committee, appointed by the SFA, will review, and evaluate all written proposals based on pre-established criteria. Qualified offerors **will not** be invited to give a formal presentation to the Evaluation Committee. In the event of said presentation, all qualified offerors will be afforded the opportunity to give formal presentations. The Evaluation Committee will make a written, objective evaluation and recommendation to the SFA's Chief Procurement Officer.

7. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals and to seek clarification on any items contained in the RFP; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on the plea of error. The offeror has responsibility for all cost incurred prior to the signing of a contract by all parties. **Paying the FSMC from Child Nutrition funds is prohibited until the contract is signed AND approved by SCDE.**

E. Amendments

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

Any Amendment(s) will be forwarded to all potential offerors who are known by the SFA to have received a completed copy of the RFP. No amendment(s) will be issued later than ten (10) calendar days prior to the proposal submittal date except to (a) withdraw the RFP, or (b) postpone the proposal submittal date and time. The SFA will not be legally bound by any amendment or interpretations that are not in writing and approved by all parties.

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

F. Late Proposals

Any proposal received after the date and time specified herein will **not** be considered.

G. Final Discussions and Negotiations

The SFA reserves the right to conduct final discussions and/or negotiations with the FSMC recommended by the Evaluation Committee prior to awarding the contract. The purpose of these discussions shall be to clarify and assure full understanding of any issue contained in the proposal. The SFA shall conduct an evaluation of all Offers for accuracy, completeness, and conformity to the specifications contained in the Solicitation. The SFA shall certify the results of the proposal evaluation process prior to the issuance of any award. By submission of a proposal, the offeror agrees that during the period following issuance of an Offer and prior to notification of intent and/or award of contract, offeror shall not discuss this procurement with any party except the SFA or other parties designated in this Solicitation.

The SFA reserves the right, at any time after the proposal opening and prior to an award, to request from any offeror clarification of processes or procedures, address technical questions, or to seek other

information regarding the offer. Discussions are possible only if the Offer is apparently responsive. This process may also be used to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of the offeror. Any discussions shall be documented in writing and shall be included with the Offer. In conducting these discussions, there shall be no disclosure of any information derived from proposals by competing FSMCs.

H. Final Contract

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

I. Procurement Code of Conduct

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

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

Any employee or official of the SFA, elective or appointive, who shall take, receive, or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, to, or from any person, partnership, firm or corporation, offering, proposing, or in open market seeking to make sales to the SFA shall be subject to punishment or a fine in accord with state and/or federal laws.

The FSMC's employees must adhere to the SFA's Code of Conduct. Failure to follow the SFA's Code of Conduct may result in disqualification of offeror's proposal and/or legal action.

J. Approval of Publicity Releases

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

SECTION THREE – Specific Requirements

A. The contract awarded as a result of this RFP shall be effective for one year for the school year beginning July 1, 2026, and ending June 30, 2027. Upon mutual agreement of the SFA and the FSMC, the contract may be renewed annually for up to four additional one-year periods.

B. The FSMC shall provide the following services:

l. The preparation and service of food to students, SFA employees, and guests of the SFA in accordance with the menu and meal pattern specifications described in this RFP.

2. The collection of daily cash sales shall be in accord with the cash collection procedures of the SFA as described in the SCDE-approved Free/Reduced-Price Meal Policy.

3. The daily collecting and counting of all meals served by category in accord with the SCDE-approved Free/Reduced-Price Meal Policy.

4. The deposit of daily cash collections in a SFA bank account restricted for use by the SFA's nonprofit food service account.

5. Modification of the approved counting mechanism (i.e. Point of Sale System (POS)) as a result of a change in student free or reduced eligibility status. The modification must be implemented a minimum of one day from the receipt of notice of change from the SFA's designated determining official. An increase in eligibility status must be made within three operating days. A decrease in eligibility must be made within ten operating days. The SFA retains responsibility for ensuring, (to include routine monitoring), that the benefits issuance document used at the school level is accurate.

6. The maintenance of the daily meal count report and documents to support the SFA's claim for reimbursement.

7. The monthly consolidation of school meal counts shall be prepared and certified to the SFA not later than three working days after the last service day of each month.

8. Replacement of all food lost due to refrigeration malfunction at no cost to the SFA, to the extent such loss was a result of FSMC's negligence. Daily temperature records must be maintained in all schools on all refrigerated equipment, including holidays.

9. Provision of a monthly listing by schools of the ending inventory for purchased food, supplies, and USDA foods. Also a listing by schools of the total value received of USDA foods.

10. Provision of a monthly listing by schools that have breakfast as a percentage of the total labor, food, supplies, and USDA foods used in the breakfast program.

11. Maintenance of high standards of sanitation and shall be responsible for routine cleaning and housekeeping in the food preparation and service areas (including food service equipment and kitchen floors) and for the routine cleaning of cafeteria tables and chairs. The washing of dishes, trays, flatware, pots, pans, utensils, the cleaning and sanitation of food equipment, counters, serving lines, routine cleaning, light fixtures, window coverings, in the kitchen and storage areas used by the FSMC, including the cleaning of floors and walls in these areas, and possibly the wiping of tables and chairs in the dining areas between serving periods or as needed (reference Attachment M). FSMC must comply with all state and federal regulations involving food safety and sanitations.

12. Placement of all garbage and trash in appropriate containers in the area designated by the SFA for later removal.

13. Training and implementation of the SCDE-required Food Safety Plan–Hazard Analysis & Critical Control Points (HACCP).

14. Implementation of the SCDE-required production record form for documenting meal preparation.

C. The FSMC will be paid on a per meal rate (the per meal rate must include any management fees, if applicable).

The value of USDA foods received must be itemized and credited in the monthly billing to the SFA to document savings resulting from USDA food usage. **(No value or benefit of USDA foods shall accrue in any manner to the FSMC**).

All program expenses not otherwise defined in the contract will be covered by the FSMC in the Firm Fixed Price.

The same travel, lodging, and expense reimbursement regulations, as applied to SFA personnel, shall apply to FSMC personnel.

The following must be included in the Firm Fixed Price and may not be charged to any other expenses.

1. Personnel and Labor Relations and Services Visitation;
2. Legal Department Services;
3. Purchasing and Quality Control;
4. Technical Research;
5. Cost incurred in Hiring and Relocating FSMC Management personnel;
6. Dietetic Services (Administrative and Nutritional);
7. Recipe Development, Modification and the Use of Test Kitchens;
8. Accounting and Accounting Procedures;
9. Tax Administration;
10. Technical Supervision;
11. Regional/Supervisory Personnel and Inspections or Audit Personnel;
12. Teaching and Training Programs;
13. General Regional Support;
14. General National Headquarters Support;
15. Design Services;
16. Menu Development;
17. Information Technology and Support;
18. Payroll Documentation and Administrative Cost;
19. Personnel Advice;
20. Any and All Travel Related to <u>All</u> of the above items;
21. Food and beverages;
22. Salaries of on-site personnel employed by the FSMC;
23. Reimburse salaries of personnel who remain school district employees;
24. Fringe benefits of on-site personnel employed by the FSMC;
25. Reimburse fringe benefits of personnel who remain school district employees;
26. Delivery and storage fees (paid to state-contracted firm for USDA donated foods).
27. Public liability insurance as specified in Section 4, Paragraph N;
28. Fire and theft insurance for FSMC, FSMC employees, and agent's personal property;
29. Applicable taxes and fees except as noted in this agreement;
30. Special occasion and seasonal decorations for the dining and food service area;

31. Promotional materials for use in increasing student satisfaction and participation;
32. Value of USDA donated foods to be provided by SFA for use of the FSMC **(to be credited monthly to the SFA);**
33. Management or administrative fees charged by the FSMC;
34. Indirect cost. The total indirect cost paid to the general fund from School Food Service Funds;
35. Maintenance of applicable health certifications and assurance that all state and local regulations are being met by a FSMC preparing or serving meals at a SFA's facilities;

D. Menu System for Reimbursable School Breakfast: The FSMC and SFA will make all reasonable efforts to encourage participation in the School Breakfast Program (SBP) as defined in this RFP. If mutually agreed to, the SFA reserves the right to include additional breakfast delivery methods if such changes enhance participation and do not represent a material change to this contract.

Each school day, the FSMC shall make readily available to all students throughout the serving periods, designated by the SFA, the following which conforms to current regulatory requirements stated in 7 CFR Parts 210 and 220 and also required in the Richard B. Russell National School Lunch Act (NSLA) in Section 9(a)(4), 42 USC 1758(a)(4) and Section 201 of the Healthy, Hunger-Free Kids Act of 2010 amended Section 4(b) of the NSLA, 42 USC 1753(b):

Approved meals shall be offered as defined by the following:

1. The quantities of food served shall be in accord with the current federal meal pattern requirements for the specific age groups as found in 7 CFR Part 220.

2. A choice of two fruits or vegetables or full-strength juices to equal a minimum of ½ cup per day must be offered each day for K–12. (Note: One cup of fruit with vegetable substitutions will be required as of SY 2014–15.)

3. A choice of two grains or meat/meat alternate shall be offered daily to meet the daily minimum and weekly requirements. For grades K-12, at least 80% of the weekly grains offered must be whole grain-rich, and any remaining grains offered must be enriched.

4. Weekly nutritional analysis must be provided by the FSMC to document that all meals are planned and served to meet USDA requirements. The nutritional analysis must be completed for the duration of the contract. The nutritional analysis must be based on weighted averages planned.

5. For the breakfast priced as a unit to be claimed for reimbursement, schools must offer 3 food components that consist of a minimum of 4 food items. Students are allowed to decline one food item but must select at least ½ cup of the fruit or vegetable component. One cup of fruit must be offered. Students must select the other food components in the quantities planned.

6. In order to offer à-la-carte food service, all eligible students must be offered free, reduced-price, and full-price reimbursable meals. Students may select additional servings of the food offered and pay for them at à la carte (Supplemental Sales) price schedule established by the SFA. À la carte items will comply with applicable federal and state regulations.

6. Menus planned and served must be planned to meet student preferences as determined by student surveys and/or an advisory board. Menus planned for students other than those living in this geographic region are not acceptable.

E. Menu System for Reimbursable School Lunch: The FSMC and SFA will make all reasonable efforts to encourage participation in the National School Lunch Program. If mutually agreed to, the SFA reserves the right to include additional Lunch delivery methods if such changes enhance participation and do not represent a material change to this contract.

Each operating day, the FSMC shall make readily available to all students throughout the serving periods (designated by the SFA) the following which conforms to current regulatory requirements in 7 CFR Parts 210 and 220, the Richard B. Russell National School Lunch Act (NSLA) in Section 9(a)(4), 42 USC 1758(a)(4) and Section 201 of the Healthy Hunger-Free Kids Act of 2010 amended Section 4(b) of the NSLA, 42 USC 1753(b). In addition, lunches served in schools with a Kindergarten population will also conform to the requirements of the South Carolina Student Health and Fitness Act (R.43-168).

Approved meals shall be offered as defined by the following:

1. The quantities of food served shall be in accord with the current federal meal pattern requirements for the specific age groups as found in 7 CFR Part 210.

2. A choice of at least 4 fruit or vegetables (may select up to 4 to equal lunch requirement for fruit and/or vegetable) to equal 1 cup of vegetables plus 1 cup of fruit per day.

3. Weekly nutritional analysis must be provided by the FSMC to document that all meals are planned and served to meet USDA requirements. The nutritional analysis must be completed for the duration of the contract and must meet target nutrient levels before meals are served. The nutritional analysis must be based on weighted averages.

4. Menus planned and served must be planned to meet student preferences as determined by student surveys and/or advisory board. Menus planned for students other than from this geographic area are not acceptable.

F. Meal System for Reimbursable After-School Snack Program. Daily, the FSMC shall make readily available to all students participating in the after-school snack program the following:

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

- An after-school snack which consists of:
    - a choice of 1 cup (8 fluid ounces) of flavored or unflavored fat-free milk or 1 percent low-fat flavored or unflavored milk;
    - a choice of one meat or meat alternate (1 ounce);
    - a choice of a fruit, or vegetable, or full strength juice (3/4 cup); and/or
    - a choice of 1 serving enriched grains/breads (1 ounce or equivalent).

G. Other Meal Pattern Requirements.

1. The quantities of food served shall be in accord with the federal meal pattern requirements for the specific age groups as found in 7 CFR Parts 210 and 220.

2. Detailed product identifications and the most current <u>USDA Food Buying Guide</u> shall be the basis for determining the quality and adequacy of yield.

3. All <u>breaded</u> meat/meat alternate products served shall meet meal pattern requirements as served and have a CN Label in order to protect the SFA against audits or over claims.

4. Written product identifications will be provided for all food purchased without CN Label to insure quantity and quality.

5. The FSMC shall supply special diets to any students as required for medical reasons when prescribed and approved in writing by a medical doctor for disabled students or by a recognized medical authority for non-disabled students. FSMC shall make substitutions in the food components of the meal pattern for disabled students whose handicap restricts their diet and those non-handicapped students who are unable to consume reimbursable meals under normal circumstances. A record of special diets planned and served because of medical or other special dietary needs must be maintained on a daily basis. FSMC substitutions shall be made on a case-by-case basis only when supported by a statement of need that includes recommended alternate foods, unless otherwise exempted.

6. Should reimbursement for a meal be denied, or a claim for loss of USDA foods is established against the SFA as a result of an audit, review, or for any other reason due to FSMC's negligence or non-compliance with federal or state requirements, the amount of the denied reimbursement (food loss, over-claim, or questioned cost) shall be subtracted from the funds due the FSMC. In the event the reimbursement is denied after the termination of the contract, the FSMC shall refund the amount of the denied reimbursement to the SFA. The FSMC will not be responsible for an over-claim due to the SFA's incorrect determination and/or classification of free and reduced-price meal eligibility.

7. The SFA should describe in written detail all arrangements related to à la carte or any extra food sales. The SFA will determine the items to be sold and the pricing of such items during the school day, if any, as special sales prior to the beginning of the contract. A written list of items will be provided by the SFA.

8. Should the SFA require food service for special functions (see definition), such as banquets, etc., a firm price per meal shall be negotiated and confirmed in writing with the SFA official requesting the service.

9. The planned 21-day menu cycle provided by the SFA as shown in Appendix E shall be served for the first 21 days of the contract without change. Any and all changes after the first 21 days shall be submitted in writing, along with a nutritional analysis documenting that the menus meet state and federal requirements, for approval from the SFA. All SFA-approved changes must be forwarded to SCDE for review within 30 days of the approved change. All alternate menus or menu items must be approved in writing two weeks prior to serving. FSMC must plan and provide written documentation to SFA for review that all menus are reimbursable, including all promotional specialty menus planned. FSMC must document that recommendations made by individual school advisory councils are used in menu planning.

10. The FSMC shall cooperate with the SFA in promoting nutrition education as a component of the SFA's child nutrition program.

11. The FSMC shall serve free and reduced-price meals to those children approved by the SFA and shall protect the anonymity of such children.

12. The FSMC may petition the SFA for an increase in the per meal charge annually at the time of contract renewal. The amount of increase granted shall not exceed the **"Food Away From Home"** series of the **Consumer Price Index (CPI).** The percentage of increase or decrease for each contract period is determined from the **CPI from March to March** (published in April). Before price increases can be implemented, the FSMC must document, through cost or price analysis, the need for such price increase. The SFA must forward all documentation to SCDE for review and approval. **No price increase may be implemented under this provision without prior approval of SCDE.**

13. All contract revisions after signing shall be provided (in writing) to the SCDE by the SFA. **Additions or changes that change or negate the mandatory portions of the contract as written will automatically invalidate the contract.** Reference Termination Section number 4, Paragraph P of this document for

remedy provisions.

14. The SFA will assign an employee of the SFA to monitor program and contract compliance.

15. Pursuant to USDA regulations, **the following responsibilities shall be retained (and <u>cannot</u> be delegated) by the SFA:**

    a. Signature authority on the Program Agreement and related renewal documentation, including the SFA's free and reduced-price policy statement, as contained in 7 CFR 210.16(a)(2).

    b. Signature authority on the monthly Claim for Reimbursement, as contained in 7 CFR 210.16(a)(5).

    c. Development, distribution, and collection of the parent letter and application for free and reduced-price meal benefits.

    d. Determination of eligibility for free and reduced-price meals and the conduct of any hearings related to such determinations, as contained in 7 CFR 245.

    e. Verification of applications for free and reduced-price meals.

    f. Control of the nonprofit school food service account and overall financial responsibility for the child nutrition program as set forth in 7 CFR 210.14 and the limitations on any competitive school food service as set forth in 7 CFR 210.11 and 7 CFR 210.19(a)(1).

    g. Determination of all program and non-program meal prices.

    h. Title to USDA Foods.

    i. Development of the 21-day cycle menu and product specifications for the RFP, as well as changes to the 21-day cycle menu after the first 21 days of meal service.

    j. Implement internal controls for monitoring student meal counting and claiming processes, as required under 7 CFR 210.8(a).

    k. Establishment and maintenance of an advisory board composed of parents, teachers, and students to assist in menu planning.

    l. Assurance that the maximum amount of USDA foods are received and utilized by the FSMC and accrue only to the benefit of the SFA's nonprofit school food service program, as required in 7 CFR 210.16(a)(6)e.

    m. Control of the quality of food and the general nature of the child nutrition program, as required by 7 CFR 210.16(a)(4).

    n. Responsibility for all child nutrition program contractual agreements, including USDA Food Processing Agreement(s)**.**

    o. Ensuring resolution of program reviews and audit findings.

    p. Conduct required annual on-site and SFA-level reviews of FSMC operations.

q. Physically inputting claims and financial information into the South Carolina Automated Payment System (SCAPS) or other electronic reporting process, as designated by SCDE.

r. Responsibility for cleaning of all ducts and hoods above the filter line as needed. Detachable filters will be cleaned weekly or as needed.

s. Pest control services in the cafeteria and kitchen areas, as specified in the SCDE Food Safety/HACCP Plan.

t. Office facilities to include the location of office, equipment, furniture, and any miscellaneous supplies.

u. Fees for Retail Food Service Establishment Permits issued by the South Carolina Department of Health and Environmental Control.

v. Responsible for cleaning grease traps.

16. Any silence, absence, inconsistency, or omission from contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of quality that would normally be specified by the SFA are to be used.

17. Revenue can be used only for the SFA's nonprofit child nutrition program and cannot accrue to the FSMC. All revenue and expenses which are charged to an SFA must flow through the SFA's chart of accounts. FSMC expenses which are not billed to the SFA cannot be recorded as expenses to the food service account.

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

19. The FSMC shall demonstrate to the satisfaction of the SFA that appropriate labor cost segmentation is being practiced to prevent duplicate billing of labor that may be used in special events outside of the scope of services covered by this fixed priced agreement.

H. Specific Data and Requirements

1. For the 2024/2025 school year, delivery and storage fees (paid to state-contracted from for USDA Foods) were part of the food service contractor responsibility that totaled $8,643.91.
2. Special occasion and seasonal decorations for the dining and food service area (to be provided by FSMC a minimum of _two times yearly;
3. Promotional materials for use in increasing student satisfaction and participation (to be provided by FSMC a minimum of four times yearly;
4. Indirect cost. The total indirect cost paid to the general fund from school food service funds. For the 2024/2025 school year this expense was $0.00;
5. Efforts to promote nutrition education with classroom instruction must be documented by the FSMC four times per month.

SECTION FOUR – Terms and Conditions

A. Scope and Purpose

1. The duration of the contract shall be for a period of up to one year, beginning on July 1, _2026, and ending on June 30, _2027, with a maximum of four (4) one-year renewals contingent upon mutual agreement between the SFA and FSMC.

2. The FSMC shall manage the SFA's food service program for the benefit of the SFA's students, faculty, staff, and guests. The FSMC shall provide food service in accordance with: all federal regulations found in 2 CFR Parts 200 and 400 and 7 CFR Parts 210, 220, 245, and 250; guidance, instructions, and policy memorandum issued by the United States Department of Agriculture, Food and Nutrition Service; United States Office of Management and Budget Circulars for Federal Grants; State Board of Education Regulations R.43-168 and R.43-169; and policies of the SCDE. The SFA, SCDE, and USDA shall have unlimited access, with or without notice to the FSMC, to all premises used by the FSMC.

3. The FSMC shall provide breakfast, lunch, and after-school snacks as specified in Appendix A for approximately __180 serving days. The FSMC may also be asked to provide lunch, breakfast and/or snacks if the SFA participates in the SFSP or the SSO and certain catering services.

4. The SFA may add or remove sites and/or meal periods for existing programs from Appendix A at any time during the period of the contract unless the addition or removal of sites and/or meal periods creates a material change to the contract.

5. The SFA reserves the right to maintain present food and beverage vending machines in its facilities.

6. The SFA shall be legally responsible for the SFA's nonprofit school food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations described in Paragraph A (2). The SFA shall conduct regular performance, accountability, and other reviews as required by state and federal regulations and guidelines, as well as periodic on-site visits to include inspection of meals, food preparation, storage and service areas, and sanitation and safety practices. Such reviews shall be documented by the SFA and maintained on file for inspection by SCDE.

7. The FSMC, as an independent contractor, shall have exclusive right to provide food services for the schools designated by the SFA in this RFP (Appendix A) for the following programs: National School Lunch Program, SBP, After School Snack Program, SSO, Summer Food Service Program, and FFVP, as applicable. If participating in SFSP, applicable bonding requirements must be adhered to (Reference 7 CFR 225.15(m)).

8. The FSMC shall be an independent contractor and not an employee of the SFA. Employees of the FSMC are not employees of the SFA.

9. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, à la carte sales, contract meals, proceeds from the sale of food service equipment, interest payments, and other sources related to the child nutrition program shall be deposited in the SFA's nonprofit school food service account. **Any profit or guaranteed return shall remain in the SFA's Nonprofit School Food Service Account.** The SFA and the FSMC agree that this contract is neither a cost-plus-a-percentage-of-income nor a cost-plus-a-percentage-of-cost contract as required under 7 CFR 210.16(c) and 2 CFR 200.

10. The SFA shall retain control of the SFA's nonprofit school food service account and shall assume overall financial responsibility for the program.

11. Authorized representatives of the SFA, the SA, and USDA shall have the right to conduct unannounced, on-site reviews of the child nutrition program operation, including the inspection of all records and supporting documentation associated with the food service program.

B. Signature and Approval Authority

1. The SFA shall retain signature authority for the Program Agreement, free and reduced-price policy statement, and monthly claim for reimbursement.

2. The preparation of the annual application for federal/state funds and the agreement with the SCDE, for operation of the National School Lunch, Breakfast, After School Snack Programs, SSO, Summer Food Service Program, and FFVP shall be the responsibility of the SFA. The application and agreement for federal/state funds, as approved by the SCDE, shall become part of the contract.

3. The preparation of the application to receive USDA Foods shall be the responsibility of the SFA. The agreement signed between the SCDE and the SFA to receive USDA Foods shall become part of the contract.

C. Free and Reduced-Price Meal Policy

1. The preparation of the annual Free/Reduced-Price Meal Policy shall be the responsibility of the SFA and is not open for amendment by the FSMC. The SFA Free and Reduced-Price Meal Policy shall be made part of this contract.

2. Approval of Free/Reduced-Price Meal Applications shall be the responsibility of the SFA. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals eligibility roster. The SFA shall be responsible for verifying applications for free and reduced-price meals as required by USDA. The SFA shall be responsible for appointing a qualified hearings officer to conduct any hearings related to adverse actions regarding eligibility for free or reduced-price meals.

3. The FSMC shall implement an accurate point-of-service count using the counting system submitted by the SFA in its Program Agreement. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students.

4. The SFA shall monitor the FSMC through periodic on-site visits to ensure that the program is in conformance with all federal, state, and local regulations, laws, and procedures. In addition, the SFA

will conduct an on-site review of the counting and claiming system no later than February 1 of each year, as required by 7 CFR 210.8.

D. USDA Foods

1. The record of purchased and USDA foods used shall be maintained in the format prescribed by the SCDE.

2. The FSMC must utilize the maximum amount of USDA foods to the benefit of the SFA's nonprofit food service program. The value of USDA foods will be deducted from the FSMC's monthly bill (or otherwise passed through to the SFAs nonprofit school food service account monthly). The FSMC must coordinate with the SFA to respond to USDA food orders on a timely basis, to take full advantage of the USDA foods offered including Trade Mitigation and Bonus Food offerings if any.

3. SFA shall retain title to USDA Foods.

4. The FSMC shall claim and give the SFA's nonprofit school food service account credit for any rebates, bonuses, promotions, and all other purchasing incentives received in the processing of USDA Foods if applicable**.**

5. Any USDA foods received by the SFA and made available to the FSMC shall be utilized solely for the purpose of providing benefits for the SFA's nonprofit child nutrition program and will not be used for any special functions (i.e. catering, etc.) conducted outside of the nonprofit school foods service activities. USDA foods are considered "received" when the foods arrive at the school kitchen in either raw form or in processed end products. The title to USDA foods must remain with the SFA. The SFA shall assure the maximum amount of USDA foods are received and utilized by the FSMC. The FSMC shall use USDA foods in the preparation of meals and other food served to students.

6. The FSMC shall manage the donated food to ensure they are used only for the SFA's child nutrition program. Funds are expended to purchase food to be used in the food service program, or those commercial substitutes of the same generic identity, of U.S. origin, and of equal or better quality are used in their place (with the exception that donated ground beef, ground pork, and all processed end products must be used without substitution). When commercial substitutes are used in place of donated foods, the FSMC may then use the donated foods without restriction.

7. The FSMC must credit the SFA for the value of all donated foods funds **received** for use in the child nutrition program in the school year, whether the donated foods are used in that year or not as required in 250.51(a). The value of the USDA foods is based on the value of the product at the point the SFA receives the USDA foods at each site and on USDA prices pertinent to that time period. USDA food received by the FSMC must be credited to the SFA no later than the month following the receipt of said foods.

8. The liability for the proper use of the USDA foods shall be the responsibility of the FSMC. The FSMC must meet the requirements that ensure safe storage of donated foods in 250.14(b). In accordance with 210.13(a), the SFA must ensure that food storage, preparation, and service comply with the sanitation and health standards established under state laws and regulations.

   The FSMC may maintain separate storage, inventory, and control of USDA foods. Or, the FSMC may commingle donated foods with other foods purchased for the child nutrition program, in a single inventory management system in accordance with 250.52(b) and 250.59 (c). Since it is difficult to distinguish donated foods from other foods in a commingled inventory, the SFA must ensure the FSMC

has properly credited it for the value of all donated foods, irrespective of the actual use of the foods (250.51(a)).

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

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

10. In those situations where the SFA directly procures processed food from a processor, the processor/distributor must credit the SFA for the donated food value in those end products in accordance with processing requirements in Subpart C of Part 250. The SFA must ensure that the FSMC uses such end products in the child nutrition program in accordance with 250.51(d). However, the FSMC is not required to credit the SFA for the value of donated foods procured directly by the SFA.

11. The FSMC shall give the SFA, USDA, and SCDE access to the USDA foods storage areas for inspection. The FSMC shall have records available to substantiate that the full value of all USDA foods is used solely for the benefit of the SFA.

12. The SFA may not refund any credit to the FSMC for the value of any donated foods that remain unused when a contract terminates and is not extended or renewed. The FSMC must credit the SFA for the value of donated foods carried over from a previous contract if the value of such foods has not already accrued to the child nutrition program (i.e. if the value was not credited to the SFA by the previous FSMC). The "successor" FSMC must ensure use of such donated foods in the SFA's child nutrition program but will not have to credit the SFA for the value of such donated foods, as that value would have already accrued to the child nutrition program.

13. The recipient agency must ensure that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's meal service in a school year or fiscal year, as applicable per 7 CFR 250.50(a). In addition, there must be an annual inventory reconciliation to include the last year of the agreement if it has been extended.

14. The value used to credit the SFA for such donated foods must be the value determined in accordance with 7 CFR 250.51(c). However, the FSMC is not required to credit the SFA for the value of such donated foods that are determined to be out-of-condition, and the SFA must ensure that such out-of-condition foods are not used in the child nutrition program.

15. When the contract terminates, and is not extended or renewed, the FSMC must return unused donated ground beef, ground pork, and processed end products and must return other unused donated foods to the SFA at the discretion of the SFA.

E. Child Nutrition Program Operations

1. The FSMC, as agent for the SFA, shall serve, on such days and at such times as requested by the SFA:
   (a) Meals, priced as a unit, which meet the meal pattern requirements prescribed by federal and state guidelines. The SFA and FSMC will actively promote maximum participation in the National School Lunch and Breakfast Programs.
   (b) Such other food as may be agreed upon by FSMC and SFA. In order to offer à la carte food service, all eligible children must be offered free, reduced-price, and full-price reimbursable meals. À la carte offerings will comply with applicable federal and state regulations.

2. For the first 21 days of meal service, FSMC shall adhere to the 21-day cycle menu provided in the RFP (Appendix E) and developed in accordance with the provisions of 210.10 or 210.10 (a). Thereafter, changes in the menu may be made with the approval of the SFA.

3. The FSMC shall make recommendations to the SFA regarding the child nutrition program and the prices to be charged for meals and other food; however, the SFA will retain control over the quality, extent, and general nature of its child nutrition program and shall have the right and responsibility to make the final decisions regarding such matters.

4. The FSMC shall cooperate with the SFA in promoting nutrition education in the school cafeteria and in the SFA's efforts to link nutrition education in the classroom with healthful foods, including fresh fruits and vegetables, offered in the school cafeteria. The FSMC shall promote nutrition education aspects of the SFAs child nutrition program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction and federal, state, and local programs. The FSMC shall further promote the nutritional aspects of the child nutrition program by the types of foods they serve as part of the program meals, as well as à la carte and vending sales.

5. The FSMC shall supply foods required for students for when special diets have been prescribed by a medical doctor or other recognized medical authority. The FSMC shall seek assistance from a registered dietitian to translate the diet prescription into actual foods to be available.

6. The FSMC shall cooperate with the SFA in the utilization of an advisory board composed of students, parents, teachers, other school personnel, and a FSMC representative to assist in planning meals and promoting participation. The FSMC shall meet with the advisory board at least quarterly and will document the proceedings and outcomes of the meetings.

7. The SFA may request the FSMC to provide additional food service; however, the SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage in conjunction with other school events. For any services provided by the FSMC outside of the normal scope of this agreement, the FSMC will follow all applicable rules and regulations and maintain adequate records to meet the requirements of said program(s).

8. Upon the SFA's request, the FSMC shall provide catered food service events at times and prices mutually agreed upon by the SFA and FSMC. Catered events will include any meal function that is not associated with the SFA's nonprofit child nutrition program such as banquets, luncheons, breakfasts, or other special meal functions. At the time the catered event is requested, a firm price per meal shall be confirmed in writing.

9. The FSMC shall not be reimbursed for any meals which are spoiled or unwholesome at the time of service, that do not meet the specifications developed by the SFA, or that do not otherwise meet the requirements of this contract provided, however, that no deduction shall be made unless the SFA shall

give the FSMC written notification within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which the SFA intends to deduct payment, and setting forth the reasons for the deductions. In addition, meals dropped by the students shall be replaced at no cost to the students.

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

11. Any operations of vending machines by the FSMC will be outside of this agreement unless otherwise specified as an addendum to this agreement.

F. Facilities, Equipment and Inventory

1. The SFA shall make available to the FSMC suitable food service facilities, completely equipped and ready to operate, together with such utilities as heat, fuel, refrigeration, and other utilities as may be reasonably required for the FSMC for the efficient performance of this contract. The FSMC agrees to utilize the SFA-owned equipment and facilities in good and proper manner and shall keep the same in a state of cleanliness to assure strict compliance with health regulations and food safety/HACCP plans.

2. In Section Five, Appendix M, "Cost Responsibility Detail Sheet," if SFA designates itself under Column II (SFA) as the responsible party for described item: "Equipment – Expendable" (e.g., trays, tableware, glassware, silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation), the SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees selected by the FSMC. Otherwise, if Selected FSMC designated in Column I (Selected FSMC) with this responsibility, then the Selected FSMC shall maintain the inventory level as specified by the SFA.

3. All non-expendable equipment shall be purchased by the SFA. Records of equipment depreciation will be maintained and recorded in the appropriate reporting system. The SFA shall have full access to the food service facilities at all times. Principals or other SFA officials will inform the FSMC prior to use of the facilities during any serving periods. The FSMC shall not use SFA facilities or equipment for preparation of food to be served at any other function unless approved by the SFA.

4. The SFA shall furnish building maintenance services for the food service facilities and shall promptly make all equipment repairs and replacements and shall be responsible for compliance with all federal, state, and local safety and health laws and regulations with respect to the food service facilities. Repairs to expendable and non-expendable equipment or physical facilities due to the negligence of the FSMC, its employees, or its agents shall be the sole responsibility and expense of the FSMC.

5. The preparation of food off the SFA premises for service to students in the SFA shall be prohibited without prior approval in writing by the SFA. Should such approval be acquired, the FSMC shall have state and local environmental health inspection and certification for any facility outside the district in which it shall prepare meals for use in the SFA and shall maintain such health certification for the duration of this contract.

6. The SFA shall provide and maintain an adequate inventory of service wares, small expendable

equipment, and cash registers. All service wares and small expendable equipment and cash registers shall remain the property of the SFA.

7. All fixtures added by the FSMC during the term of the contract will become the property of the SFA. Fixtures for the purpose of this contract include goods that have become so related to the real estate that an interest in them arises under real estate law (examples include but are not limited to counters, islands, stove, ovens, sinks, or service stations which cannot be removed without damaging the floor).

8. The SFA shall retain the right to rent any SFA-owned food service facility to outside groups during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities are agreed upon by the FSMC and SFA, the SFA may require that a member(s) of the food service staff, designated by the on-site manager, be on the premises. The SFA budget will be reimbursed for related personnel costs associated with the rental. The FSMC shall not be liable for any injury and/or damage caused by an outside group during such use.

9. At the time of contract signing, the SFA and FSMC shall jointly inventory all equipment, USDA foods, food, and non-food related supplies to be utilized in the SFA's nonprofit child nutrition program (Appendix K). A summary of such inventory shall become part of the contract. The SFA represents and warrants that all SFA food and supplies inventories, including USDA foods, existing at the commencement of operations hereunder are usable and shall meet the FSMC's menu requirements. In addition, at the commencement of operations, the FSMC and SFA shall mutually agree on the usability of such existing inventory and shall make an appropriate adjustment, if necessary, to the value of such existing inventory except for USDA foods. It is understood that all usable food, supplies and USDA Foods on the SFA's premises are the property of the SFA and not on loan from the selected FSMC. The selected FSMC shall never remove any usable food, supplies, or USDA Foods from SFA premises, regardless of ownership, without prior authorization from SFA. Supplies include but are not limited to the following: manuals of any kind, menus, small wares, equipment, office supplies of any kind, furniture, and records of any kind.

10. The following provisions will apply to Selected FSMC acquisition of equipment for the food service program:

    a. The selected FSMC will not purchase equipment for the food service program.

G. Regulatory Compliance

1. The FSMC and SFA mutually agree to comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 USC 7401-7671q), the Federal Water Pollution Control Act, as amended (33 USC 1251-1387), Executive Order 117389, Section 6002 of the Solid Waste Disposal Act (42 USC 82) as further specified by 2 CFR 200.322, and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.

2. The FSMC agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

3. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40. U.S.C. 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of

a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible provided that the worker is compensated at a rate not less than 1½ times the base rate of pay for all hours worked in excess of 40 hours in any workweek.

4. The FSMC shall comply with Executive Order 11246 (as modified/rescinded), entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in United States Department of Labor regulations, 41 CFR Part 60.

5. USDA Regulation 7 CFR Part 16, Equal Opportunity for religious Organizations, implements executive branch policy, that within the framework of constitutional church-state guidelines, religiously affiliated (or "faith-base") organizations should be able to compete on an equal footing with other organizations for USDA assistance.

6. The FSMC shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15(a), and 15(b); the Americans with Disabilities Act; and USDA FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

7. The FSMC shall comply with the "Buy American" provision for contracts that involve the purchase of food as per 7 CFR 210.21(d) and 7 CFR Part 250 (as amended). The Buy American provision requirements as stated in section 104(d) of the William F. Goodling Child Nutrition Authorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring SFAs to purchase, to the maximum extent practicable, domestic commodities or products.

8. The FSMC shall comply with the provisions of the Consumer Product Safety Act.

9. The FSMC shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented by Department of Labor regulations (29 CFR Part 3).

10. The FSMC shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 286a-7) as supplemented by the Department of Labor regulations (29 CFR Part 5).

11. The FSMC shall complete and sign the *Certification of Independent Price Determination* form, *Certification Regarding Drug-free Workplace*, *Non-Collusion Affidavit*, and *Disclosure of Lobbying Activities* form and shall include these documents as part of the agreement. (See Attachments N and O.)

12. The FSMC shall abide by all applicable state and federal laws when providing services under this contract.

13. The FSMC shall comply with all federal, state, and local health and safety laws and regulations. The FSMC must utilize the existing SFA Food Safety Plan to include HACCP (Hazard Analysis Critical Control Point) or implement a food safety plan approved by the SFA.

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

    The FSMC shall notify SFA during the term of the contract and any subsequent renewal periods if the

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

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

16. The FSMC agrees to comply with Program Regulations in accordance with 7 CFR 210, 215, 220, 225, 245, 250 and all FNS guidance.

H. Records and Record-keeping

1. The FSMC shall maintain such records as the SFA will need to support its claim for reimbursement of the daily number of meals served by category. These meal counts must be reported daily. The FSMC will maintain all additional records and reports required under the National School Lunch Program, SBP, After School Snack Program, SSO, Summer Food Service Program, and the FFVP (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA within ten (10) days following the end of each month of operation.

2. The FSMC must retain revenue records broken down by source, type and category of meal or food service (à la carte sales, reduced-price, and full-price meals, snacks and vending machine sales, etc.) as required by the National School Lunch Program and its related initiatives. All such records shall be kept on file for three (3) years after the end of the school year to which they pertain. However, in the event of any unresolved audit findings, the records shall be retained beyond the three-year period for as long as required for resolution of the issues raised by the audit.

3. All records of the FSMC pertaining to the SFA's child nutrition program shall be made available to representatives of the SFA, the SCDE, USDA, the U.S. Comptroller General, of the U.S. General Accounting Office, upon request, at FSMC's offices during regular business hours. The FSMC shall not remove federally required records from SFA premises upon contract termination.

4. The SFA and FSMC must provide all documents as necessary for the independent auditor to conduct the SFAs single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA.

5. The SFA and FSMC shall mutually agree upon a paper, scanner, and/or electronic storage protocol for all records that ensures accessibility and integrity of the contents. This protocol shall also specify ownership, as well as responsibilities for licensing fees and maintenance of any equipment, software, and/or supplies.

I. Personnel

1. The FSMC shall employ an on-site, full-time food service management professional and/or a staff of management and operational employees assigned to duty on the SFA premises for efficient management and operation of the SFA's food service program. Salary, benefit and tax allocations must be provided in the RFP. The SFA shall have final approval regarding the employment of the FSMC's site manager. The SFA shall furnish an office and any standard office equipment to support the child nutrition program.

2. All FSMC personnel will be subject to rules and regulations of the SFA while on the SFA's premises.

3. The SFA will retain all employees currently on the SFA's payroll. As employees of the SFA leave employment or are reassigned, they may be replaced with employees of the FSMC. Employees of the SFA assigned to child nutrition program duties will be entitled to all salary and benefits applicable to SFA employees in their respective positions as determined by the SFA. Employees hired by the FSMC to replace SFA employees who leave employment, or are reassigned to non-foodservice, are subject to such salary and benefits as the FSMC provides. In addition, all hiring decisions shall be made in consideration of USDA Professional Development Guidelines. The SFA shall employ sufficient staff to complete all non-delegable duties as an expense to the SFA's nonprofit child nutrition program budget.

4. The FSMC shall be responsible for supervising personnel, including SFA-employed supervisory and non-supervisory food service employees, provided, however, the SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, termination, promotion, discipline, levels of compensation, and work duties. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, including the site manager. The FSMC shall also be responsible for the hiring and termination of non-supervisory staff that are employees of the FSMC.

5. The FSMC shall be responsible for training personnel, including SFA-employed supervisory and non-supervisory food service employees. All SFA and FSMC personnel assigned to the child nutrition program in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria use. Other appropriate training shall be provided to conduct the effective and efficient operations of each site's food service program, to include conformity with USDA Professional Development guidelines. The FSMC shall compensate employees for time spent in required in-service training and/or monthly meetings. A minimum of ten (10) hours of training must be provided and documented for all SFA employees on a yearly basis, unless a higher minimum is required by USDA Professional Development guidelines.

6. The SFA shall maintain accurate, timely, and detailed records of personnel and other payroll costs for employees assigned to the food service program and shall grant FSMC access, during regular business hours, to such books and records except as protected by state law.

7. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 USC 327-330), as supplemented by United States Department of Labor regulations (29 CFR, Part 5). In addition, the FSMC shall comply with all provisions of any other applicable federal, state, or local law or regulation with respect to its personnel providing services hereunder.

8. Neither the SFA or the FSMC shall discriminate on the basis of race, color, sex, age, national origin, or disability as defined and prohibited by applicable law in the recruitment, selection, training, utilization,

promotion, termination, or other employment-related activities concerning employees assigned to duty in the SFA's food service program. The FSMC affirms that it shall comply with all applicable federal, state, and local laws. The FSMC shall retain present SFA employees without a reduction in salary, hours worked, or benefits.

The FSMC affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws. The FSMC shall retain present SFA employees without a reduction in salary, hours worked, or benefits.

9. The FSMC shall comply with provisions of the Fair Labor Standards Act, provisions of the Occupational Safety and Health Act, and the standards and regulations issued thereafter. The FSMC shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. The FSMC shall employ a substitute food service employee when an employee is absent to manage the flow of work and prevent violations of existing labor laws.

10. The FSMC shall provide workers' compensation coverage for its employees.

11. The SFA may request in writing the removal, transfer, or reassignment of an employee of the FSMC who conducts himself or herself in a manner that is detrimental to the physical, mental, or moral well-being of students or school personnel. The FSMC shall immediately restructure staff to avoid a disruption of service. The SFA and FSMC acknowledge that any action taken pursuant to this provision shall conform to applicable employment laws, rules, and regulations. The SFA shall not be liable for the personnel actions of the FSMC.

12. Both the SFA and the FSMC shall be solely responsible for all personnel actions and all claims arising out of injuries occurring on the job regarding employees on its respective payroll. Each party shall withhold all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs and shall file all required documents and forms.

13. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the RFP. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.

14. The FSMC shall require all of its employees assigned to duty on the SFA's premises to submit to periodic health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to the SFA upon request. The cost of such examinations shall be a direct cost. The FSMC shall test its employees for drugs and alcohol in accordance with the SFA's Drug Free Workplace Policy. The FSMC will not place in any SFA-owned site any employee of the FSMC who has tested positive for controlled substances.

15. The FSMC must conduct criminal background checks on any employee of the FSMC who will work at any SFA site. The background checks must extend back at least 10 years. If the individuals have lived outside of South Carolina during the last 10 years, the criminal record checks shall be extended to include each county/state the person has lived in for the last 10 years. All criminal background checks must be provided to the SFA upon request. In determining whether to hire or place a FSMC employee in any SFA-owned site who has been convicted of, pled guilty or no contest to, or received a prayer for judgment continued for any felony or for any misdemeanor involving drugs, crimes of moral turpitude, or violent behavior of any kind, the FSMC, in mutual agreement with the SFA and in compliance with EEOC standards, shall take into account the nature of the circumstances surrounding any questionable incident, as well as the time passed since such incident occurred. Such incident may not be an absolute

bar to employment.

J. Procurement

1. The FSMC shall be responsible for purchasing all food and related supplies, and they shall be used solely in the SFA's nonprofit child nutrition program. The specifications including grade, purchase unit, style, weight, ingredients, formulations, etc. shall conform to the Minimum Food Specifications found in Appendix H.

2. The FSMC must follow the procurement regulations as described in 2 CFR Part 200. The FSMC and SFA shall establish a written Procurement Plan that describes the child nutrition program's procedures for the acquisition of food, supplies, services, and equipment in accordance with federal, state, and local laws. The Procurement Plan must include a system that enables each school site to confirm that food, supplies, and services that are procured are identical to those received. The FSMC may not serve as the vendor unless the SFA's contract official approves an appropriate proposal process to be followed to assure free and open competition according to 2 CFR 200.

3. The FSMC shall not assign or subcontract in whole or in part its rights or obligations under any contract resulting from response to this RFP without prior written consent of the SFA. Any attempted assignment without said consent shall be void and of no effect. If the SFA chooses to participate in Summer Food Service Program (SFSP), the FSMC is prohibited from subcontracting are specified in 7 CFR 225.6(h)(2)(ii) and 7 CFR 226.21(c).

4. If the effective dates of any procurement contract that should be signed as a result of this RFP extend beyond the current state or federal fiscal year, the contract will be conditional upon the availability and receipt of federal, state, and/or local funds.

5. All procurement records and supporting documentation shall remain on the premises and shall be made available to representatives of the SFA, the SCDE, the State Attorney General, the USDA, and the U.S. Comptroller General of the U.S. General Accounting Office, upon request. In the event of termination of the contract prior to the expiration of the records retention period specified in this RFP, copies of the procurement records supporting documentation shall be provided to the SFA.

K. Accounting Practices, Revenues, and Receipts

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

2. All books and records relating to the child nutrition program operation shall be made available, as required by state and federal regulations, for inspection and audit by the SFA, state, or federal auditors.

3. In accordance with 7 CFR 250.51(a) and (b), the FSMC must credit the SFA for the value of all USDA-donated foods received for use in the SFA's meal service in the school year, or at least an annual basis, through invoice reductions, refunds, discounts, or other means in accordance with 7 CFR 250.51(b).

4. Within twenty (20) calendar days after the end of each accounting period, the FSMC will submit to the SFA an invoice for the SFA's financial obligation for such accounting period. All invoices for services

shall be paid ten (10) calendar days after the receipt of a correct invoice. The invoices shall display over all services performed for the previous calendar month. Within thirty (30) calendar days following the end of the current year, the FSMC shall submit to the SFA an operating statement for the current year and shall pay to the SFA the amount, if any, due or shall submit an invoice to the SFA.

5. All invoices presented for payment that are not paid within thirty (30) calendar days of the date of the invoice shall be subject to a late fee with terms outlined in the contract. Any late fees or other penalties must be paid from the SFA's General Fund. Payment of late fees or other penalties from the SFA's nonprofit school food service account is not allowable.

6. The FSMC must have an audit performed by an independent audit firm engaged by the FSMC. The audit must report on the FSMC's control, structure, policies, and procedures. A copy of the current audit must be retained on file by the SFA. Failure of the FSMC to provide the required audit will result in non-renewal of the contract.

L. Guarantees

1. The FSMC guarantees revenues in excess of expenditures to the SFA (the "FSMC Guarantee") in the amount stated herein. The revenues in excess of expenditures shall be determined by the annual independent financial audit conducted by the audit firm contracted with by the SFA. In the event that the actual revenues in excess of expenditures as provided in this RFP and/or outlined in the Cost Responsibility Detail Sheet (Appendix M) (total revenue from all sources less Total Food Service Cost) is below the guaranteed amount, the FSMC shall pay to the SFA any shortfall within thirty (30) calendar days of the determination by the SFA of the amount of the shortfall. The amount of the FSMC Guarantee shall remain in the nonprofit SFS account.

2. In addition, if applicable, the FSMC will guarantee an annual surplus (the "FSMC Surplus Guarantee") in the amount of $5,000. in the Nonprofit School Food Service Account at the beginning of each school year (July 1) to provide for the SFA to replace non-expendable and expendable equipment. The amount of the FSMC Surplus Guarantee shall remain in the nonprofit SFS account. This Surplus Guarantee amount shall remain constant during each extended one-year contract period.

3. All expenditures as stated in this RFP and/or outlined in the Cost Responsibility Detail Sheet (Appendix M) will be considered a direct expense to the program budget and included in the revenues in excess of expenditures statement for purposes of determining guaranteed results.

4. All information relating to the SFA's nonprofit SFS account, child nutrition program budget, revenues, expenses, and scope of operations included in this RFP is provided for FSMC planning purposes. The SFA and FSMC acknowledge that this information and related operational conditions are subject to change for future years based on enrollment, participation, the SFA's financial condition, NSLP guidelines, and market conditions. The SFA and FSMC acknowledge that the FSMC Guarantee and the FSMC Surplus Guarantee are predicated on the accuracy and currency of the information contained herein. If there are any unforeseen changes in future operational conditions that result in a material change that adversely affects the performance of the contract, the SFA and FSMC shall negotiate a mutual agreement to adjust said items/amounts in accordance with the provisions contained in this agreement. If a mutual agreement cannot be reached, then either party may take action consistent with Section P (Term and Termination), Paragraph 7 of this agreement.

M. Licenses, Fees and Taxes

1. Unless otherwise specified herein, the FSMC shall obtain and post all federal, state, and local licenses,

permits, and other documents required by federal, state, or local law to operate a nonprofit child nutrition program.

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

N. Insurance

1. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth in this contract provided by insurance companies authorized to do business in the State of South Carolina. The FSMC may utilize a combination of primary and excess coverages to meet minimum limits referenced herein. However, if excess coverage is used, the FSMC acknowledges its due diligence responsibility regarding the coordination of insurers and policies to ensure there are no limitations or exclusions in coverage.

2. The FSMC shall have in effect during all times under this contract, comprehensive general liability insurance, including products and completed operations liability, contractual liability, independent contractor's liability, and personal injury coverage. Minimum coverage shall be $1,000,000 per occurrence.

3. The FSMC agrees to provide automobile liability insurance covering all owned, hired, and non-owned vehicles used by the FSMC with the minimum coverage of $1,000,000 combined single limit per accident.

4. The FSMC agrees to provide workers' compensation insurance as statutorily required by law, including employee liability coverage up to $1,000,000.

5. The FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments, and other articles owned by its employees.

6. The FSMC agrees to name the SFA as an additional insured on all insurance policies associated with services performed under the terms and conditions of the contract.

7. A Certificate of Insurance evidencing all coverage and specified amounts requested is required before work commences under the terms of this contract, as well as all subsequent contract renewals. All insurance policies required as a result of the terms of this contract shall provide for notice of material change or cancellation directly to the SFA in accordance with applicable policy provisions.

O. Proprietary Information

1. During the term of the contract, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including, but not limited to signage, operating or other manuals, recipes, menus and meal plans, and computer programs relative to or utilized in the FSMC's business or the business of any affiliate of the FSMC.

2. The SFA shall not disclose any of the FSMC's proprietary information or other confidential information, directly or indirectly, during or after the term of the contract. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other

confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the contract.

3. The SFA agrees that all proprietary computer software programs, marketing and promotional literature, and materials used by the FSMC on the SFA's premises in connection with the food services provided by FSMC under this contract shall remain the property of FSMC notwithstanding the fact that the SFA may have received a charge for the use of such proprietary materials in connection with the SFA's child nutrition program.

4. Upon termination of the contract, all use of trademarks, service marks, and logos owned by the FSMC or licensed to the FSMC by third parties shall be discontinued by the SFA, and the SFA shall immediately return to the FSMC all proprietary materials.

5. The FSMC acknowledges that during the course of this contract, the FSMC shall have access to business systems, techniques, and methods of operation developed at the expense of the SFA and the FSMC acknowledges that the assets belong to the SFA. The FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or subsequent to the term of this contract.

P. Term and Termination

1. This contract between the FSMC and SFA shall remain in force for one (1) year unless terminated sooner as provided herein. Options for yearly renewals may not exceed four (4) additional years.

2. If either party shall fail or be unable to perform or observe any of the terms or conditions of this contract for any reason other than excused performance reasons stated, the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) calendar days from such notice the failure has not been corrected, the injured party may terminate the contract for cause, by giving sixty (60) calendar days written notice, or, in the case of the SFA, effect such other arrangements as the SFA deems desirable during the continuation of the FSMC's inability or failure to perform.

3. Neither the FSMC nor the SFA shall be responsible for any losses resulting from the failure to perform any terms or provisions of the contract, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, acts of public enemies, or other disorders; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure."

4. In the event of a Force Majeure, which interferes with the operation of the SFAs child nutrition program, upon request, the FSMC will take all reasonable steps to continue to provide service upon the terms and conditions satisfactory to the FSMC and SFA, and any guarantee provided therein shall be adjusted to account for lost gross receipts and any increase in the SFA's total child nutrition program costs.

5. In the event that the FSMC is not able to perform under this contract due to events beyond its reasonable control (i.e., strike, labor or material shortage, fire, flood, or other casualty or Acts of God), the SFA may, at their option, terminate this contract and assume control of the facilities, equipment, food, supplies, expendables, etc., necessary for the continued operation of the SFA's child nutrition program operation.

6. Notwithstanding any other provision of this contract, both parties shall be deemed to have retained any and all administrative, contractual, and legal rights and remedies to which they may be entitled.

7. The SFA agrees that if, upon being advised in writing by the FSMC that the FSMC's services are not returning a fair and equitable profit and the SFA and the FSMC fail to effectuate new financial arrangements within thirty (30) calendar days that rectify this problem, this contract may thereupon be terminated by the FSMC by giving sixty (60) days written notice to the SFA.

8. The SFA or FMSC may terminate this contract for convenience, subject to the relevant provisions of the South Carolina Consolidated Procurement Code (South Carolina Code of Laws, Title 11, Section 35, the South Carolina Code of Regulations, R.19-445, and the Procurement Compendium (currently Version 2.0.2 (September 2017)) and/or the SFA's local procurement code, as applicable.

9. In the event of a change in the funding from federal and/or state sources, the SFA reserves the right to terminate the contract in total or modify the terms and conditions as necessary.

10. The SFA may terminate this contract for breach/neglect as determined by the SFA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage, failure to provide required information statements, failure to maintain quality of food and service at a level satisfactory to the SFA, or failure to comply with federal and state regulations. The SFA is the responsible authority without recourse to SCDE, USDA and any other associated government entities for the settlement and satisfaction of all contractual and administrative issues arising from the transaction. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction.

11. Upon the termination or expiration of the contract, the FSMC shall, as soon thereafter as is feasible, vacate all parts of the premises occupied by the FSMC and return the premises to the SFA, together with all the equipment furnished by the SFA pursuant to this contract, in the same condition as when originally made available to the FSMC, excepting reasonable wear and tear, fire and/or other casualty loss.

12. In the event of default on the contract, the FSMC shall pay to the SFA the amount of the performance or surety bond.

13. Remedies for termination or breach of contract are as follows: If the FSMC breaches or terminates the contract with the SFA, the SFA shall be entitled to pursue all legal and equitable remedies available under federal, state, and local laws, including the SFA's procurement code.

Q. Additional Conditions

1. No oral interpretations of the RFP requirements shall be binding on the SFA. All changes in the RFP requirements shall be in writing and shall be issued in the form of an amendment to the RFP no less than <u>five</u> (5) calendar days prior to proposal opening.

2. By entering a response to this RFP, the FSMC certifies that the corporation, firm, or person is submitting a proposal for the same materials, supplies, equipment, or services as specified in the RFP. The FSMC certifies that the proposal is fair in all respects and without collusion or fraud. The FSMC certifies that they understand that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.

3. Conflicts of interest, gratuities and kickbacks, or other inducements are prohibited. Any employee or

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, or corporation, offering, proposing 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 of a fine in accordance with state and/or federal laws.

4. Contracts that permit receipts and/or expenses to accrue to the FSMC are prohibited.

5. The SFA reserves the right to accept and/or reject all proposals in the best interest of the SFA. The FSMC agrees that only a fixed firm price contract shall be acceptable. Proposals that are submitted based on a “cost-plus-a-percentage-of-cost” or “cost-plus-a percentage-of-income” basis are prohibited and will not be accepted.

6. Final acceptance of any contract as a result of response to this RFP shall be subject to written approval by the SCDE. This approval requirement shall also extend to any future amendments that may constitute a material change to the contract, as well as the allowable contract renewals specified herein.

7. Renewal of this contract is additionally contingent upon the FSMC’s fulfillment of all contract provisions and obligation relating to USDA donated foods (Reference 7 CFR 250).

SECTION FIVE – SFA Appendices

The following information/documents shall be provided by the SFA to the FSMC as part of the RFP.

Appendix A, A-1 - 4	List of schools/sites and a description of each, including ADM, ADP, and student eligibility by category and current meal prices
Appendix B	School Calendar, including meal service days, teacher workdays, required in-service training, etc.
Appendix C	SFA's Food Service Employees, including salary, benefits, etc.
Appendix D	SFA's Personnel Policies and Procedures
Appendix E	Twenty-one (21) Day Menu Cycle for Breakfast and Lunch Programs (prepared by SFA)
Appendix F	USDA Donated Foods including record of USDA Foods used, monthly ending inventories by school, total value of USDA Foods by school
Appendix G	À la Carte (Supplemental/Special Sales) Food Items and Revenue by School
Appendix H	Minimum Food Specifications
Appendix I	Purchased Food and Supplies (Ending Inventories by School)
Appendix J	Reserved for Future Use
Appendix K	School Inventory List (including miscellaneous kitchen items; to be certified as correct by an authorized representative of both parties)
Appendix L	Special food service functions planned and served by SFA in the previous school year
Appendix M	Cost Responsibility Detail Sheet
Appendix N	Written responses to questions from potential offerors
Appendix O	Program Identification
Appendix P	Fresh Fruit and Vegetable Program

Appendix A

LIST OF SCHOOLS/DESCRIPTION

Site or School	Address	Grade Levels	ADM	ADP	Beginning and Ending Times of Meal Service		
					Breakfast	Lunch	Snack
Hannah Pamplico Elementary/Middle	**2131 S Pamplico Hwy Pamplico, SC 29583**	**4K-8**	**713**	**598**	**7:20 – 8:00**	**10:40 – 12:40**	**N/A**
Hannah Pamplico High School	**2055 S Pamplico Hwy Pamplico, SC 29583**	**9 - 12**	**325**	**154**	**7:15 – 8:00**	**11:10 – 12:00**	**N/A**

Appendix A-1 (Lunch)

LIST OF SCHOOLS/DESCRIPTION (CONTINUED)

PARTICIPATION HISTORY

Site or School	Reimbursable Meals Based on Average Daily Participation (Total meals by category served in the previous school year divided by total operating days for the previous school year)			Selling Price ($)		All cash sales except reimbursable lunches (i.e., catered meals, à la carte, catering, vending machines, and concessions, if applicable)
	Full-Price	Free	Reduced-Price	Student	Adult	
Hannah Pamplico Elementary/Middle	----	598	----	CEP	$5.40	
Hannah Pamplico High School	----	154	----	CEP	$5.40	
TOTAL						

Do not include Special Functions

Appendix A-2 (Breakfast)

LIST OF SCHOOLS/DESCRIPTION (CONTINUED)

PARTICIPATION HISTORY

Site or School	Reimbursable Meals Based on Average Daily Participation (Total meals by category served in the previous school year divided by total operating days for the previous school year)			Selling Price ($)		All cash sales except reimbursable lunches (i.e., catered meals, à la carte, catering, vending machines, and concessions, if applicable)
	Full-Price	Free	Reduced-Price	Student	Adult	
Hannah Pamplico Elementary Middle	----	396	----	CEP	$3.15	
Hannah Pamplico High	----	68	----	CEP	$3.15	
TOTAL						

Do not include Special Functions

Appendix A-3 (Afterschool Snacks)

LIST OF SCHOOLS/DESCRIPTION (CONTINUED)

PARTICIPATION HISTORY

Site or School	Reimbursable Meals Based on Average Daily Participation (Total meals by category served in the previous school year divided by total operating days for the previous school year)			Selling Price ($)		All cash sales except reimbursable lunches (i.e., catered meals, à la carte, catering, vending machines, and concessions, if applicable)
	Full-Price	Free	Reduced-Price	Student	Adult	
Hannah Pamplico Elementary/Middle	----	87	----			
Hannah Pamplico High	N/A	N/A	N/A			
TOTAL						

Do not include Special Functions

Appendix A-4 (Summer Meal Programs)

LIST OF SCHOOLS/DESCRIPTION (CONTINUED)

PARTICIPATION HISTORY

SFA to check one: _____Seamless Summer Option (SSO) _____ Summer Food Service Program (SFSP)

The DISTRICT DOES NOT HAVE A SUMMER MEAL PROGRAM BUT DOES EXTEND THE SCHOOL YEAR TO INCLUDE THE MONTH OF JUNE

School/Site Name	Serving Days	Breakfast ADP	Lunch ADP	Snack ADP	Supper ADP

Appendix B

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

FSD2 Calendar 26_27 .xlsx - Google Sheets

https://resources.finalsite.net/images/v1763494029/fsd2org/lnyzd0kvi0w0bumqkiwb/FCSD2_2026_2027_School_Calendar.pdf

School Days are on the gray shaded area

Appendix C

SFA Food Service Employees

List Annual Cost for the Year FY 2025

THE CURRENT FSMC STATES HOURLY RATES ARE IN THE RANGE OF $13.75 TO $19.50

Position Title By School	SFA or FSMC Employee	Rate Per Hour	Hours Per Day	Days Per Year	FICA	Retire-ment	Health Insurance Benefits
Hannah Pamplico Elementary Midde							
Food Unit Lead	FSMC		8.00	185			
Food Service Worker	FSMC		7.00	185			
Food Service Worker	FSMC		6.50	185			
Food Service Worker	FSMC		5.50	185			
Food Service Worker	FSMC		6.50	185			
Food Service Worker	FSMC		6.50	185			
Food Service Worker	FSMC		6.50	185			
Food Service Worker	SFA	12.15	6.50	185	1186.96	3723.81	6229.56
Hannah Pamplico High							
Food Unit Leader	FSMC		8.00	185			
Food Service Worker	FSMC		7.50	185			
Food Service Worker	FSMC		7.50	185			
Food Service Worker	FSMC		6.50	185			

Food Service Worker	FSMC		6.25	185			
TOTAL COSTS	$	$	$	$	**$**	**$**	**$**

Note: Add any other annual leave obligations to be specified below by the SFA.

Appendix D

SFA'S PERSONNEL POLICIES AND PROCEDURES

Click on Link Below

Policy

https://boardpolicyonline.com/?b=florence_2

Appendix E

21-DAY MENU CYCLE FOR BREAKFAST AND LUNCH PROGRAMS

FOLLOW THE LINK BELOW FOR THE DISTRICT MENUS FOR LUNCH AND BREAKFAST

Nutrislice | School District

https://fsd2.nutrislice.com/menu

Appendix F

USDA Foods

USDA Food Inventory at January 31, 2026:	Elementary/Middle	$5,662.45
	High	$ 4,066,46

Appendix G

SFA's À LA CARTE (SUPPLEMENTAL/SPECIAL SALES) FOOD ITEMS & REVENUE

FY 2025

Special Sales to Hannah Pamplico Elementary Middle	Students:	$ 9,729.90
	Adults:	$10,958.05
Special Sales to Hannah Pamplico High	Students:	$ 7,942.22
	Adults:	$ 4,259.06

ON THE GO

A la Carte

Doritos (1 oz)
Lays (.875 oz)
Cheetos
Fantastix

Rice Krispies
Motts Fruit Snacks

Cheez-It
Goldfish (.75 oz)
Chat Snack (1 oz)
Chex Mix Snack
Muffin
Pop-Tarts (2 ct)
Cookies

Smart Water (20 oz)
Nestle Pure Life Water (16.9 oz)
Bottled Juice (10 oz)
Soda Zero (12 oz)
Soda Zero (20 oz)
Powerade Zero (20 oz)
Switch
Canned Water (12 oz)
Kickstart

Appendix H

Minimum Food Specifications

All meals claimed for reimbursement must meet minimum state and federal guidelines.

For schools serving a K-5 population, lunch menus should contain a minimum of two entrée choices and four fruit and vegetable choices, as required by the South Carolina Student Health and Fitness Act (Section 59-10-310, et seq. and R.43-168).

Taxes are inclusive where applicable.

SCDE does not approve, evaluate or endorse specifications. Examples may include the following listed below:

Meat/Seafood—All meats, meat products, poultry products, and fish must be government-inspected.

- Beef, lamb and veal shall be USDA Grade Choice or better
- Pork shall be U.S. No.1 or U.S. No. 2
- Poultry shall be U.S. Government Grade A
- Seafood to be top grade, frozen fish—must be a nationally distributed brand, packed under continuous inspection of the USDA

Dairy Products—All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA—inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

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

Baked Products

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

Staple Groceries

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

Appendix I

PURCHASED FOOD AND SUPPLIES

The FSMC purchases all food and supplies and has the inventory. The SFA does not have purchased food or supplies on hand. The FSMC stated that the ending inventory at January 2026 was $28,916.83 for the Elementary/Middle and $27,492.70 for the High schools.

Appendix J

RESERVED FOR FUTURE USE

Appendix K

SCHOOL EQUIPMENT INVENTORY LIST
(CURRENTLY ON HAND)

[TO BE CERTIFIED AS CORRECT BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES**]**

HANNAH-PAMPLICO HIGH SCHOOL CAFETERIA EQUIPMENT INVENTORY

1 GENERAL ELECTRIC CONVECTION OVEN 1

GENERAL ELECTRIC CHEST FREEZER

1 UNICO CHEST FREEZER

1 VICTORY REACH -IN REFRIGERATOR

1 VICTORY REACH-IN FREEZER

1 BALLY WALK-IN REFRIGERATOR

2 HOBART ELECTRIC CONVECTION OVENS

1 HOBART MEAT SLICER

1 HOBART DEEP DRYER

1 WEDGE MASTER WEDGER

1 EDLUND CAN OPENER

1 GROEN SEAM JACKEDTED KETTLE

2 CRESCOR WARMERS

1 MANITOWOC ICE MACHINE

2 CLEVELAND STEAMERS

1 GROEN BRAISING PAN

1 COLORPOINT PORTABLE COLD FOOD TABLE

1 COLORPOINT PORTABLE HOT FOOD TABLE

1 HOBART DISHWASHER

1 BEVERAGE AIR MILK BOX

1 HOBART FLOOR MIXER

1 SCHARFEN FOOD PROCESSOR

1 HOSHIZAKI AMERICAN WATER AND ICE DISPENSER

2 BEVERAGE AIR 3 COMPARTMENT FREEZERS

Equipment In Hannah-Pamplico Elementary/Middle School Cafeteria

1- KOLPAI< WALK-IN FREEZER
1- KOLPAI< WALK-IN COOLER
2- GROEN BRAISING PAN
1- GROEN KETTLE
I-VULCAN 4 BURNER STOVE
4-HOBART OVENS
2-CRESCOR WARMER
1- VICTORY REFRIGERATOR
I-HOBART REFRIGERATOR 3-FRYMASTER FRYERS
2-GROEN HYPER STEAMER
1- GROEN OVEN/STEAMER I-VICTORY ULTRA/SPEC WARMER
2-HOBART REACH IN COOLER
I-HOBART REACH IN WARMER
1- HOBART MIXER
I-HOBART FLOOR MIXER
I-MAINTOMAC ICE MACHINE
I-HOBART DISHWASHER
I-REMCOR ICE DISPENSOR
I-GE MICROWAVE
I-BEVERAGE AIR MILK BOX
6-PREP TABLES
2-EDLUND CAN OPENERS

1 -OPEN AIR MERCHANDISE DISPLAY
1- OLDING CABINET
1=MERCHANDISE WARMER
1-FOOD SERVICE LINE WITH SNEEZE GUARD

ppendix L

SPECIAL FOOD SERVICE FUNCTIONS PLANNED AND SERVED BY SFA IN THE PREVIOUS SCHOOL YEAR

NONE

Appendix M

COST RESPONSIBILITY DETAIL SHEET

The following cost responsibility detail sheet is a necessary part of this proposal specification. Costs which are not provided for under the standard contract terms and conditions but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation must be assigned by the SFA prior to the proposal opening and designated below:

Description	**FSMC**	**SFA**	**N/A**
Food:			
Food Purchases	X		
Commodity Processing Charges	X		
Processing and Payment of Invoices	X		
FSMC Employees:			
Salary/Wages	X		
Fringe Benefits and Insurance	X		
Retirement	X		
Payroll Taxes	X		
Workers Compensation	X		
Unemployment Compensation	X		
Preparation and Processing of Payroll	X		
SFA Employees:			
Wages		X	
Fringe Benefits and Insurance		X	
Retirement		X	
Payroll Taxes		X	
Workers Compensation		X	
Unemployment Compensation		X	
Preparation and Processing of Payroll		X	

Miscellaneous/Additional Items:

The items listed with an * are direct cost items which may or may not apply to each SFA. At local discretion, based upon actual practice and need, the SFA should assign cost responsibility for those items applicable to their operation or designate them as N/A.

Description	**FSMC**	**SFA**	**N/A**
Cleaning/Janitorial Supplies	X		
Paper/Disposal Supplies*	X		
Tickets/Tokens*			X
School/Silverware/Glassware	X		
Initial Inventory Items			
Replacement During Operation	X		
Office Telephones			
Local		X	
Long Distance		X	
Uniforms	X		
Linens*			X
Laundry			X
Trash Removal			
From Kitchen	X		
From Dining Area		X	
From Premises		X	
Pest Control		**X**	
Equipment Replacement and Repair			
Non-Expendable		**X**	
Expendable	X		
Products and Public Liability			
Insurance*	X		
Equipment Rental* (explain)			X
Car/Truck Rental*(explain)			X
Vehicle Maintenance*(explain)			X
Storage Costs			
Food*	X		
Non-Food supplies*	X		
Courier Services* (Bank Deposits, School Deliveries)[3]	X		
Employee Recruitment – Initial Replacement	X		
Sales Tax		X	

Other Taxes and Licenses*		X	
Office Materials		**X**	
Computer(s)		X	
Software (specify)		X	
Printing*	X		
Promotional Materials*	X		
Cell Phone(s)	X		
Other* (cannot include overhead expenses incurred by FSMC)	X		
Cleaning Responsibilities			
Food Preparation Areas (including equipment)	X		
Serving Areas	X		
Kitchen Floors	X		
Dining Room Floors or Periodic Waxing/Buffing		X	
Hoods		X	
Grease Filters		**X**	
Daily Routine Cleaning: Dining Room, Tables & Chairs	X		
Thorough Cleaning: Dining Room, Tables & Chairs	X		
Cafeteria walls		X	
Kitchen walls	X		
Light Fixtures		X	
Windows		X	
Window coverings		X	
Grease Traps		**X**	
Duct Work		**X**	
Restrooms		**X**	
Exhaust Fans		**X**	
Other – List Below			

Appendix N

WRITTEN REPONSES TO QUESTIONS FROM POTENTIAL OFFERORS

Appendix 0

PROGRAM IDENTIFICATION

(Florence County School District 2

Plans to participate in the following programs during the _2026-2027_school year in one or more schools:

X National School Lunch Program

X School Breakfast Program

X Afterschool Snack Program

X USDA Foods (Commodities) Program

X Fresh Fruit and Vegetable Program

❑ Seamless Summer Option

OR

❑ Summer Food Service Program*

* SUBJECT TO ADDITIONAL REGULATIONS AND/OR REQUIREMENTS TO BE SPECIFIED HEREIN.

Appendix P

FRESH FRUIT AND VEGETABLE PROGRAM (FFVP) REQUIREMENTS

Costs that are charged to the FFVP grant are broken into two categories: administrative and operational.

Operational costs are the primary costs of running the FFVP, including:

- purchase of fruits and vegetables, including the cost of pre-cut produce and delivery charges;
- non-food items or supplies that are used in serving and cleaning; and
- salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables, and in maintaining a sanitary environment.

Administrative costs, which currently cannot exceed 10 percent of the overall grant, are used principally to support planning and managing the program.

All FFVP costs must be allowable, actual costs, and fully documented. Labor costs must be reported by and to the SFA in a manner that clearly identifies the actual time allocated to the FFVP. All labor costs, either operating or administrative, must be minimal. The SFA shall verify that the FSMC operates the FFVP in compliance with all federal and state guidelines, including but not limited to the following:

- The FSMC will document and track FFVP expenses separately and make this documentation easily accessible to the SFA, SCDE, or USDA for review. All non-food costs must be carefully reviewed and deemed reasonable, given the extent of the FFVP operations.

- The FSMC will provide the SFA with documentation that clearly outlines the allocation of costs charged to the FFVP as a basis for the SFAs claim for reimbursement. This is a contract requirement even if a fixed fee for FFVP is agreed upon.

- The FSMC will use the SC FFVP Monthly Log for Operational and Administrative Costs Claimed for Labor form (included in the *SC Fresh Fruit and Vegetable Program Handbook for Schools*) to document operational and administrative labor costs or a similar form that captures the same information. This documentation must be readily available for SFA, SCDE, or USDA review.

- A FFVP cycle menu based on USDA guidelines should be submitted with this RFP to the SFA and used in scoring the FSMC.

- Identify all SFA and FSMC roles and responsibilities in the FFVP.

SECTION SIX – Required FSMC Proposal Format and Attachments

The FSMC shall submit a Letter of Intent stating that the offeror is qualified to operate a nonprofit school food service program as described herein. (Section A2–Scope and Purpose). The FSMC shall also submit a Firm Price Cost Summary (Attachment B). Both the letter and the Summary shall be signed by an individual who is authorized to commit the FSMC to a legally binding contract.

The FSMC shall submit with the RFP an assurance by a surety bond company authorized to do business in the State of South Carolina (Attachment C). The assurance is a statement from a surety company providing to the effect that the FSMC has the ability of obtaining a proper surety bond, if awarded the contract. If selected as the successful respondent, and upon award of the contract, a performance bond will be issued in the amount of 10 percent of annual projected contract value, subject to increase at SFA discretion. Said increase, if any, will be documented in form of an Amendment to the Agreement. Within five (5) days after signing the contract, the FSMC shall deliver to the SFA the executed performance bond payable to the SFA. The performance bond is held by the SFA as security for the faithful performance by the FSMC of all terms of the contract. FSMC's performance bond shall be written on an annually renewable basis. The term of the bond shall be one year, and it may be extended by a Continuation Certificate. A copy of all bonds relating to this agreement, must be sent to the SCDE by the SFA on a timely basis.

The FSMC shall include a complete nutritional analysis of the 21-day menu cycle provided by the SFA in the RFP (Attachment D). The 21-day cycle menu developed by the SFA is included as part of the RFP (Appendix E).

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

The FSMC shall prepare a separate 21-day cycle menu to include reimbursable meals, à la carte items, promotional serving lines, and other creative options. Product descriptions and portion sizes for all meals must be included (Attachment F).

The FSMC shall describe a SFA marketing plan to be implemented and evaluated to increase the student, parent, and community understanding of the benefits of healthy eating habits and the contribution the school nutrition programs make to the nutrient needs of children (Attachment G).

The FSMC shall include a detailed training plan that explains how often training sessions will be conducted during the school year, for whom (managers, operators, cashiers, etc.) and what program areas the training will cover, and how evaluations will be used. A detailed transition plan will be provided for the FSMC's first year. Notwithstanding a higher minimum is required by USDA Professional Development guidelines, a minimum of ten hours training must be provided and documented for all child nutrition program employees on a yearly basis (Attachment H).

The FSMC shall include a list of additional supplies of expendable and non-expendable equipment that will be needed in order for the FSMC to perform the duties as required of this RFP (Attachment I).

The FSMC shall include a plan for forming an advisory council and for involving students and parents in the child nutrition program. The plan should include specific strategies for involvement and a time line (Attachment J).

The profile of all FSMC's on-site personnel and corporate level staff to be assigned to this account shall be included in the response. The specific responsibilities or duties of everyone shall be outlined in the response. Experience in the operation and administration of the child nutrition programs is encouraged (Attachment K).

The FSMC shall include with the response to this RFP a list of all National School Lunch Programs currently managed by the FSMC in the State of South Carolina. The FSMC shall also include all National School Lunch Programs managed in the past five years. The address, contact person, and phone number of each account shall be provided (Attachment L).

The FSMC shall include a balance sheet or annual report of the FSMC's last fiscal year of operation. Certification of this report by a Certified Public Accountant is required. The FSMC shall further disclose to the SFA any recent financial events or developments that are not represented in the above report. Any such information submitted shall be evaluated by the SFA to determine if the information could have a material effect on the FSMC's ability to successfully manage the SFA's child nutrition program (Attachment M).

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

The FSMC shall sign a "Drug-Free Workplace" policy (Attachment N).

The FSMC shall sign a "Non-Collusion Affidavit" (Attachment O), a "Certificate of Independent Price Determination" (Attachment P) and a Suspension and Debarment Certification (Attachment R).

All documents presented by the FSMC, including the RFP/contract and all appendices, attachments, and exhibits will become part of the final contract.

SECTION SEVEN – Checklist for FSMC Attachments

The following information/documents shall be provided by the FSMC as part of the RFP

☐ **Attachment A**	Letter of intent
☐ **Attachment B**	Fixed firm price cost summary with original signature
☐ **Attachment C**	Potential contractor certification and surety bond assurance statement
☐ **Attachment D**	Nutritional analyses for 21-day cycle menu
☐ **Attachment E**	Product descriptions for menus/items on 21-day cycle menu
☐ **Attachment F**	21-day cycle menu
☐ **Attachment G**	Marketing plan
☐ **Attachment H**	Training plan
☐ **Attachment I**	List of additional expendable and non-expendable equipment
☐ **Attachment J**	Plan for forming advisory council
☐ **Attachment K**	List of all SFA's S.C. FSMC Child Nutrition Programs **(**last 5 years)
☐ **Attachment L**	Client references
☐ **Attachment M**	Annual report of the FSMC's last fiscal year of operation
☐ **Attachment N**	Drug-free workplace policy
☐ **Attachment O**	Non-collusion affidavit and certification regarding lobbying
☐ **Attachment P**	Certificate of independent price determination
☐ **Attachment Q**	Assurance of Civil Rights Compliance
☐ **Attachment R**	Suspension and Debarment Certification

Attachment A

LETTER OF INTENT

FSMC shall submit a letter of intent stating how they are qualified to operate a nonprofit school food service program.

Attachment B

FIXED FIRM PRICE COST SUMMARY

Name of FSMC Submitting Proposal: _____

Mailing Address: _____

_____

_____

Telephone: _____

Date Submitted: _____

Total Firm, Fixed Price Cost:	Fixed Price Per Meal
• Reimbursable Breakfasts	$_____
• Reimbursable Lunches	$_____
• Reimbursable Snacks	$_____

Surplus Guarantee (if applicable): $ _____

***Note: No additional fees, costs, or expenses may be charged to the SFA above the total, firm, fixed price. Additionally, the price is not subject to any adjustment based on the FSMC's cost experience in performing the contract.**

Addenda Numbered _____through_____were received prior to my signing this proposal.

I certify by my signature below that the per meal prices quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in the RFP**.**

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

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

Attachment C

POTENTIAL CONTRACTOR CERTIFICATION AND SURETY BOND ASSURANCE

Date Proposal Submitted: _____

Name of Firm Submitting Proposal:_____

Mailing Address: _____

_____

_____

Telephone: _____ **Fax:** _____

I certify by my signature below that the Per Meal Equivalent Guarantee quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in this RFP.

Signature: _____

Print or Type Name: _____

Title: _____

Telephone: _____ **Date:** _____

_____

SURETY BOND COMPANY

1. Name: _____

Address: _____

_____

_____

2. Authorized in South Carolina **Yes** _____ **No** _____

Please include the Surety Bond Document Assurance Statement.

Attachment D

TWENTY-ONE DAY CYCLE MENU
NUTRITIONAL ANALYSES FOR NSLP AND SBP

(TO BE PROVIDED BY FSMC FOR RFP)

Attachment E

PRODUCT DESCRIPTIONS AND CN LABEL PRODUCTS

(TO BE PROVIDED BY FSMC FOR RFP)

Must Meet the Following Minimum Food Specifications

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

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

Dairy Products: All dairy products shall be government inspected.

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

Fruits and Vegetables

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

Baked Products

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

Staple Groceries

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

NOTE: Where vendors are available, all reasonable efforts will be made to propose all bread and milk locally to ensure highest quality for lowest cost.

All products purchased above under the "private label" brand from a food service distributor shall be at first quality or better.

Attachment F

21-DAY CYCLE MENU INCLUDING PRODUCT DESCRIPTIONS, NUTRITIONAL ANALYSES, AND SERVING SIZES

(To be completed by FSMC)

Attachment G

MARKETING PLAN

Describe your marketing plan in detail:

Include in your response the answers to the following questions:

1. **How will this plan be evaluated?**
2. **How will this plan benefit the nutritional needs of the students?**

Attachment H

TRAINING PLAN

Describe your training program for managers and operators that will occur before and after the beginning of the school year. Indicate program areas it will cover, how they will be evaluated, and alignment to USDA Professional Development guidelines. Outline with dates and activities of your transition plan first year of operations.

Attachment I

LIST OF ADDITIONAL EXPENDABLE AND NON-EXPENDABLE EQUIPMENT

(To be completed by the FSMC)

Attachment J

PLAN FOR IMPLEMENTING AN ADVISORY COUNCIL AND INVOLVING STUDENTS AND PARENTS

Attachment J

ADVISORY COUNCIL MEETING DOCUMENTATION FORM

(SUGGESTED FORM TO BE MAINTAINED BY FSMC)

DATE: _____

PLACE: _____

AGENDA: (CAN ATTACH AGENDA)

PERSONS ATTENDING: (CAN ATTACH LIST)

COMMENTS: _____

_____

_____

REQUESTS: _____

_____

_____

RESULTS OF ADVISORY BOARD ACTIVITIES: _____

_____

_____

SIGNATURE: _____

List of all SFAs where the FSMC is currently or has operated the non-profit child nutrition programs in South Carolina within the last five years.

CLIENT REFERENCES

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

The evaluation committee may contact, by telephone or personal visit, an equitable and reasonable number of references for each responsive offeror. A subcommittee can be appointed to accomplish this task and to report the results in a documented manner to all other evaluators for consideration. However, it is permissible for the reference checks to be performed by one individual if this is the desire of the evaluation committee members. A written questionnaire is usually developed, identifying the reference and questions to be asked of the various references. A brief summary of the answers is then recorded on the form. Upon completion, evaluator(s) sign the document and report the information to all other evaluators.

Annual Report of the FSMC's Last Fiscal Year of Operation

INSTRUCTIONS FOR CERTIFICATION FOR DRUG-FREE WORKPLACE

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.

2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award and there is no application, the grantee must keep the identity of the workplace(s) on the file in this office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified in the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

   - **Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

   - **Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

   - **Criminal drug statute** means a federal or non-federal criminal statute involving manufacture, distribution, dispensing, use, or possession of any controlled substance.

   - **Employee** means the employee of a grantee directly engaged in the performance of work under a grant, including (1) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

GOVERNMENTWIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

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

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

   1. Must make a good faith effort, on a continuing basis, to maintain a drug-free workplace by
      (a) publishing a drug-free workplace statement and establish a drug-free awareness program as per 7 CFR 3021.205 through 3021.220);
      (b) taking actions concerning employees who are convicted of violating drug statues in the workplace 7 CFR 3021.225; and
      (c) identifying all known workplaces under your federal awards 7 CFR 3021.230.

   2. The drug-free workplace statement must
      (a) tell your employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in your workplace;
      (b) specify the actions you take against employees for violating that prohibition;
      (c) let each employee know that, as a condition of employment under any award, he or she
         (1) will abide by the terms of the statement; and
         (2) must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction; and
      (d) must require that a copy of the statement described in 7 CFR 3021.205 be given to each employee who will be engaged in the performance of any federal award.

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

   1. If the performance period of the award is less than 30 days, then you must have the policy statement and program in place as soon as possible, but before the date on which performance is expected to be completed.
   2. If the performance period of the award is 30 days or more, then you must have the policy statement and program in place within 30 days after award.
   3. If you believe there are circumstances that will require more than 30 days for you to publish the policy statement and establish the awareness program, then you may ask the Department of Agriculture awarding official to give you more time to do so. The amount of additional time, if any, to be given is at the discretion of the awarding official.

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

   1. First, you must notify federal agencies if an employee who is engaged in the performance of an award informs you about a conviction, as required by 7 CFR 3021.205(c)(2), or you otherwise learn of the conviction. Your notification to the federal agencies must:
      (a) be in writing.
      (b) include the employee's position title.

(c) include the identification number(s) of each affected award.
(d) be sent within ten calendar days after you learn of the conviction, and
(e) be sent to every federal agency on whose award the convicted employee was working. It must be sent to every awarding official or his or her official designee, unless the federal agency has specified a central point for the receipt of the notices.

2. Second, within 30 calendar days of learning about an employee's conviction, you must either:
   (a) take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, or
   (b) require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

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

1. To the Department of Agriculture official making the award, either at the time of application or upon award; or
   In documents that you keep on file in your offices during the performance of the award, in which case you must make the information available for inspection upon request by Department of Agriculture officials or their designated representatives. Your workplace identification for an award must include the actual address of buildings (or parts of buildings) or other sites where work under the award takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each local unemployment office, performers in concert halls or radio stations).
2. If you identified workplaces to the Department of Agriculture awarding official at the time of application or award, as described in paragraph 1. (a) of this section, and any workplace that you identified changes during the performance of the award, you must inform the Department of Agriculture awarding official.

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

1. They will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity related to the award; and
2. If you are convicted of a criminal drug offense resulting from a violation occurring during the conduct of any award activity, you must report the conviction
   (a) In writing.
   (b) Within 10 calendar days of the conviction.
   (c) To the Department of Agriculture awarding official or other designee for each award that you currently have, unless 7 CFR 3021.301 or the award document designates a central point for the receipt of the notices. When notice is made to a central point, it must include the identification number(s) of each affected award.

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

_____
Organization Name Award Number or Project Name

_____
Name and Title of Authorized Representative

_____
Signature Date

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.

2. This non-collusion affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.

5. The term “complementary bid” as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____:

Contract/Bid No.: _____:

County of _____:

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

I state that:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm has been made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

_____, its affiliates, subsidiaries, officers, directors, and employees are not
(Name of my Firm)
currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

_____
_____
_____
_____

NON-COLLUSION AFFIDAVIT (continued)

_____
(Name of my Firm)

state that _____understands and acknowledges that the above representations are material and important and will be relied on by _____ in awarding the contract (s) for which this proposal is submitted.
(Name of Public Entity)

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____of the true facts relating to submission of proposal __
(Name of Public Entity)
for this contract.

_____
(Name and Company Position)

SWORN TO SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20___

_____
NOTARY PUBLIC

My commission expires: _____

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

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award receipt. Identify the tier of the sub-awardee (e.g., the first sub-awardee of the prime is the 1st tier). Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks “Sub awardee," then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes (e.g. "RFP-DE-90-001").

9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered federal action.

    (a) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Certifying official shall sign and date the form, print his or her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SCHOOL FOOD AUTHORITY
Certification Regarding Lobbying

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

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

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

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

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

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

_____

_____

_____
Name/Address of Offeror Organization

_____
Printed Name/Title of Submitting Official

_____
Signature and Date

Approved by OMB No. 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____ , *if known:* **Congressional District,** *If known:*	**5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime:** **Congressional District,** *If known:*	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*:	
8. Federal Action Number, *If known:*	**9. Award Amount,** *If known:* $	
10. a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI):*	**b. Individuals Performing Services** *(Including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Print Name: _____ Title: Telephone No.: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

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

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

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor.

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

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

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

_____

Signature of Vendor's Authorized Representative

_____ _____

Date Title

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

_____

Signature of Authorized Sponsor Representative

Assurance of Civil Rights Compliance

The State agency hereby agrees that it will comply with:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);

iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);

v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);

vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);

vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);

viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE
(Continued)

By accepting this assurance, the _____ (**insert FSMC name**) agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on _____ (**insert FSMC name**), its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appears on the signed proposal/contract is authorized to sign this assurance on behalf of (**insert FSMC name**).

The signed proposal/contract will guarantee our compliance with the assurances listed above.

INSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions, w*ithout modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SUSPENSION AND DEBARMENT CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -
Lower-Tier Transaction

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____
Organization Name PR/Award Number or Project Name

_____
Name(s) and Titles of Authorized Representative(s)

_____ _____
Signatures Date

SECTION EIGHT – Contract Authorization*

*Contract authorization must be submitted to SCDE with entire FSMC response and proof of school board approval.

The offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations. The offeror certifies that all terms and conditions within the RFP shall be considered a part of the Contract as if incorporated therein. No modifications or changes may be made to this Contract without full consent of all signators. Any additions or changes to the Contract that change or negate the mandatory portions of the contract as written will automatically invalidate the contract. This Contract shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods. All signatures must be original and must be in place prior to the commencement of any contractual work.

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

SCHOOL FOOD AUTHORITY

_____
Name of SFA

_____
Signature of Authorized Representative

_____
Typed Name of Authorized Representative

_____
Title

_____
Date Signed

FOOD SERVICE MANAGEMENT COMPANY:

_____
Name of FSMC

_____
Signature of Authorized Representative

_____
Typed Name of Authorized Representative

_____
Title

_____
Date Signed

SECTION NINE – RFP Evaluation Criteria and Guidance

General Guidance for Establishing RFP Evaluation Criteria

The SFA must determine evaluation criteria in advance, to include what percentage/points (total of 100 percentage/points) will be given for each category when comparing proposals. **USDA mandates that price/cost MUST be the primary criteria. This means price/cost must have the most weight of all categories.**

Under the Carolina Consolidated Procurement Code (South Carolina Code of Laws, Title 11, Chapter 35), Section 11-35-1520, Competitive Sealed Bidding (6) Bids must be accepted unconditionally without alteration or correction, except as otherwise authorized in this code. The invitation for bids must be set forth the evaluations criteria to be used. Criteria may not be used that is not set forth in the invitation for bids. Bids must be evaluated based on the requirements in the invitation for bids and in accordance with the regulations of the board.

If the SFA is not subject to the South Carolina Consolidated Procurement Code, refer to the local SFA procurement code for guidance and parameters. **If a local code is silent, it is required that the PRICE be the highest weighted percentage of all criteria set forth by the School Food Authority.**

Other evaluation criteria may include, but is not limited to those found on the **RFP EVALUATION SCORE SHEET**. Beyond the requirements referenced above, the SFA has discretion in selecting and weighting the criteria. However, USDA regulations prohibit prior direct experience between a SFA and a FSMC from being used as a specific evaluation criterion.

Once published in the RFP, the SFA must not change or bypass the evaluation criteria.

SUGGESTED COMPOSITION OF THE RFP EVALUATION COMMITTEE

At a minimum, the committee should include at least one member from each of the following categories:

- SFA administration (superintendent, finance/business official, procurement officer, staff attorney)
- School principal and/or assistant principal
- SFA child nutrition program director/supervisor (if unavailable, from a similar sized SFA)
- Teacher and/or other school-level personnel
- Other stakeholders (school board representative, school nurse, registered dietician, wellness policy committee representative, School Nutrition Association of South Carolina member, etc.)
- SCDE representative (Non-Voting)

List Names and Titles of Evaluation Committee Members

Member Name	Role / Title
	Consultant
	Food Service Director
	Elem/Middle Principal
	High School Asst./Principal
	Director of Operations

Evaluation Committee Guidance

The SFA's procurement officer or other acceptable appointee serves as the chairperson of the evaluation committee. The chairperson must address the following areas before the evaluation process begins.

1. **CONFLICT OF INTEREST**—No member of the evaluation committee may be an agent for, employee of, associated or affiliated with an FSMC in any manner. Additionally, no conflict of interest shall exist for any member of the evaluation committee (i.e., (1) part ownership in any company submitting an offer, (2) immediate family member works for or has part ownership in any company submitting an offer, and/or (3) any other reason why a member of the evaluation committee cannot give an impartial evaluation).

2. **INDEPENDENT EVALUATION**—Each member of the evaluation committee must score each and every proposal independently.

   For emphasis in understanding and rating proposals, it is suggested that proposals be read and rated a second time. (First reading check against RFP requirements; second reading should be more comprehensive.)

   After all proposals are scored, a committee meeting will be held for the purpose of general discussions prior to finalizing scores in ink and making an award. All information is confidential until such time as an award is issued.

3. **NONRESPONSIVE PROPOSAL**—Proposals not complying with all essential requirements will be considered non-responsive and therefore rejected. Evaluation (scoring) will not be performed. The procurement official is responsible for any final determination of responsiveness. (Check responses against requirements of the RFP. Read and be prepared to discuss if considered non-responsive.)

2. **RATING STRUCTURE**—Subject to the provision referenced herein, the evaluation points for each award criteria are as selected by the SFA and indicated on the evaluation sheet.

5. **COST ("per meal equivalent guarantee")**—The points for the price/cost section of the evaluation will be figured by a SFA official as specified in this section. The evaluation committee should initially evaluate all proposals without consideration of cost. The per meal equivalent guarantee is to be calculated using the lowest per meal equivalent guarantee submitted by any offeror divided by the per meal equivalent guarantee offered by the specific FSMC being evaluated. That result shall then be multiplied by the weighted amount to obtain the maximum points to be awarded.

6. **DOCUMENTATION OF SCORING**—Evaluation committee members may support their reasoning for discussions and scoring with appropriate documentation or notes. Any such documentation or notes must be made on a separate work sheet for each offeror. Work sheets and evaluator's notes will not be taken up or become a part of the file. Evaluative documents pre-decisional in nature containing technical evaluations and recommendations are exempted from public disclosure so long as the contract award does not expressly adopt or incorporate those evaluative documents reflecting the pre-decisional deliberations. Do not write in the proposals or on the final score sheets, which when turned in, become part of the procurement file.

7. **ORAL PRESENTATION**—The committee may request an oral presentation from offerors. In that event, all qualified offerors must be afforded the opportunity to give oral presentations. Presentations made by the FSMCs shall be confidential. Discussions must not be held with anyone other than the procurement official or the other evaluation committee members while in an officially called evaluation committee meeting. All information is confidential until such time as an award is issued.

8. **PROTEST HEARING**—All decisions by the committee are subject to protest. Each member and/or the entire committee may be called upon to explain or defend their individual ratings.

RFP Evaluation Scoring Sheet

SFA Name: Florence School District 2_____

Evaluator Name:_____

Name of FSMC:_____

Evaluation Criteria	Maximum Score	FSMC Score
Price Per Meal Guarantee (see guidance notes/requirements-must be the heaviest weighted item)	45	
Quality and variety of menus (including product specifications and nutrient analysis)	15	
Capacity and experience of FSMC (includes total business experience, as well as experience with similar size SFAs and schools, to include references)	5	
Financial condition/stability and business practices	5	
Accounting and reporting systems	5	
Experience of proposed on-site management team (includes total business experience, as well as experience with similar size SFAs and schools)	5	
Personnel management and professional standards plan	5	
Quality and variety of food procurement specifications	5	
Promotion/marketing plan	5	
Involvement of students, staff, and parents	5	
Other SFA specified criteria (i.e. Surplus Guarantee, if applicable)	N/A	
Total	**100**	

I certify that I have read the evaluation committee guidance, reviewed each offeror's proposal in its entirety, and completed a scoring sheet for each proposal.

I understand that all scoring sheets shall be retained by the SFA and made available for public review in the event of a protest or audit.

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, or corporation offering, proposing 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.

Signature: _____

Print Name: _____

Date: _____

Evaluation Committee Checklist

SFA Name:_ _____

Evaluator Name: _____

FSMC Name: _____

Provided:	**YES**	**NO**
A. The FSMC submitted with the request for proposal an assurance, by a surety bond company authorized to do business in the State of South Carolina. **If selected as the successful respondent and upon award of the contract, the successful respondent has the ability to obtain <u>a performance bond in the amount of 10 percent of annual projected contract value</u>, subject to increase at SFA discretion.** Within ten (10) days of the execution of the contract, the FSMC shall deliver to the SFA the executed performance bond payable to the SFA. The performance bond is held by the SFA as security for the faithful performance by the FSMC of all terms of the contract. **Amount: $_____**		
B. The FSMC included with the response to this RFP a written list by school of what the offeror considers adequate supplies of expendable and non-expendable equipment.		
C. The FSMC included with the response to the RFP product specifications for all food items necessary to prepare the menu cycles. The product identifications shall be in sufficient detail for the SFA to determine the quality and portion size (if applicable) of all food to be purchased under the contract. Nutritional analyses of all menus in the 21-day cycle are included.		
D. The FSMC included a detailed training plan that explains how often training sessions will be conducted during school year and for whom (managers, operators, cashiers, etc.), and what program areas the training will cover and how evaluations will be used. FSMC described training that will be provided during transition period. Plan: Timeframe/Schedule: Evaluation: Transition Plan: Alignment to USDA Professional Development Standards:		
F. The FSMC provided per meal charge(s). A written explanation of how meal equivalents will be determined by the FSMC from schools' daily revenue and participation is included (see Section 11, Monthly Consolidated).		
G. Other (to be specified by SFA)		
Each member of the evaluation committee must complete a score sheet and an evaluation checklist for each responsive RFP. If formal presentations are being used, the evaluation checklists for each responsive RFP should be completed prior to the scheduled verbal presentations. Items to be included in the response to the RFP must be evaluated by each committee member. A final score sheet will be completed by each committee member when oral presentations are provided by potential offerors. (See Evaluation Committee Guidance.) Total the number of "YES" and "NO" answers: _____TOTAL Signature: _____ Date: _____		

SECTION TEN – Unallowable Contract Provisions

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

Check (✓) as described above.

☐ 1. **Cost Plus a Percentage of Cost/Income—**cost plus a percentage of cost/income to the FSMC, however represented.

☐ 2. **Duplicate Fees**—fee structures that permit a FSMC to bill management fees and charge the same costs as cost-reimbursable expenses.

☐ 3. **Purchasing**—if the SFA does the purchasing, clauses that limit the selection of vendors to only FSMC-approved vendors. (FSMC may not serve as a vendor.)

☐ 4. **Acceleration Clause**—provisions (multi-year) that require full payment (e.g., program equipment purchases) if the contract is not re-negotiated.

☐ 5. **Interest Payments**—interest payments to the contractor, however represented, including interest payments for equipment purchases.

☐ 6. **Guaranteed Return**—"guaranteed return" provisions unless the "return" remains in the nonprofit school food service account. "Returns" cannot be contingent upon multi-year contract duration.

☐ 7. **Delegation of SFA Responsibilities**—FSMC responsibility for any of the functions that must be retained by the SFA.

☐ 8. **Automatic Renewal**—provisions which automatically renew the contract.

☐ 9. **Processing Contracts**—contract document language that permits the FSMC to subcontract USDA foods for further processing.

☐ 10. **USDA Food Rebates, Prepayment or Other Procurement Bonuses, Special Promotions**—contract document language that permits such rebates, special promotions, or other financial purchasing incentives to accrue to the FSMC or any other entity besides the SFA's nonprofit child nutrition program.

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

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

SECTION ELEVEN – Monthly Consolidated Invoice Template

Remit Check To: _____

DATE: _____ **INVOICE #:**_____

Program Name: _____ **Calendar Month**_____ **Year:**_____

DESCRIPTION	# OF MEAL EQUIVALENTS		RATE		REIMBURSEMENT AMOUNT DUE
(SSO)/(SFSP) **BREAKFAST:**	(Three Breakfast = Two Lunches 3/2 Ratio or .66 Conversion Factor)				
Student Meals	_____	X	_____	=	_____
Adult Meals	_____	X	_____	=	_____
In-kind Meals	_____	X	_____	=	_____
OTHER*	_____	X	_____	=	_____

*À la Carte Revenue Divided By (Free Lunch Reimbursement Rate + Eight Cents Performance Funding + Value of USDA Foods per Meal)

BREAKFAST TOTAL: _____ $_____

	DESCRIPTION	# OF MEAL EQUIVALENTS		RATE		REIMBURSEMENT AMOUNT DUE
II.	(SSO)/(SFSP) **LUNCH:**					
	Student Meals	_____	X	_____	=	_____
	Adult Meals	_____	X	_____	=	_____
	In-kind Meals	_____	X	_____	=	_____
	OTHER*	_____	X	_____	=	_____

*À la Carte Revenue Divided By (Free Lunch Reimbursement Rate + Eight Cents Performance Funding + Value of USDA Foods per Meal)

LUNCH TOTAL: _____ $_____

	DESCRIPTION	# OF MEAL EQUIVALENTS			REIMBURSEMENT AMOUNT DUE
III.	(SSO)/(SFSP) **AFTERSCHOOL SNACK PROGRAMS:**	(Divided by 3 or .33 Conversion Factor)			
	Student Meals:	_____	X	_____ =	$_____

IV.	**BREAKFAST, LUNCH, & AFTERNOON SNACKS**	_____	**$**_____

V.	**LESS DONATED FOODS RECEIVED**	**$**_____
	LESS DISTRICT PAYROLL	**$**_____
	LESS DISTRICT FRINGE BENEFITS	**$**_____
	LESS DISTRICT INDIRECT COST	**$**_____

VI.	**TOTAL TO BE REMITTED:**	**$**_____

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

A separate firm-price cost invoice shall be provided to the SFA for each special food service functions requested and provided by FSMC.

SECTION ELEVEN – List of Potential Offerors

**Updated January 2023*

Aramark Educational Services, LLC
Preston Davis, Regional Vice President
2400 Market Street
Philadelphia, PA 19103
215-409-7929
Davis-g.preston@aramark.com
growth@aramark.com

Chartwells K12 – Div. of Compass Group NA
Lisa Milano, Regional Sales Director
2400 Yorkmont Rd.
Charlotte, NC 28217
(727)212-9349
lisa.ramos@compass-usa.com
www.chartwellsk12.com

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

Metz Culinary Management
Dave Pisarchik, District Manager - Business Development
2 Woodland Drive
Dallas, PA 18612
(814) 242-6283 / Cell (814) 242-6283
davep@metzcorp.com
www.metzculinary.com

K-12 By Elior
Mark Waterbury, Director of Business Development
101 N. Tryon St Suite 525
Charlotte, NC 28202
Mark.waterbury@elior-na.com
(972) 482-1121
www.k12byelior.com

CHEF360 Catering
Russell Popham, Corporate Catering Sales Manager
130C Johns Rd
Greer, SC 29650
(864) 525-7666
russell@CHEF360catering.com
www.eatchef360.com

SLA Management, LLC
Kristine Kinninger
601 South Lake Destiny Road Suite 405
Maitland, Florida 32751
(630)-981-4857
Email: k.kinninger@slamgmt.com

Sodexo Management Services
Ron Gomez, Director of Business Development
2864 Stackhouse Street
Fort Worth, Tx
(415)760-4559
Ronaldo.gomez@sodexo.com
www.sodexousa.com

Southwest Foodservice Excellence, LLC
Kelsie Hutchison
Business Development Specialist
SFE- Southwest Foodservice Excellence
9366 E. Raintree Drive
Scottsdale, AZ 85260
Mobile: (763)-528-8079
Email: Kelsie.hutchison@sfellc.org

Taher, Inc.
Inda Street, Executive Assistant
5570 Smetana Dr.
Minnetonka, MN 55343
(952) 945-0505
Taher.secretary@taher.com
www.taher.com

The Nutrition Group
Lyle Kerrick, Regional Sales Director
580 Wendel Road, Suite 100
Irwin, PA 15642
(570) 284-4548 / Cell (570) 760-4548
lkerrick@thenutritiongroup.biz
www.thenutritiongroup.biz

Whitsons Culinary Group
Jeff Krause, Vice President of Sales
12615 Tall Pines Way
Lakewood Ranch, FL 34202
(630) 688 - 8010
krausej@whitsons.com
www.whitsons.com

It's a Win-Win Catering
Winford Meadows, Owner
978 Live Oaks Dr
Moncks Corner, SC 29461
(843) 822-7636
itsawinwincatering@gmail.com
www.itsawinwincatering.org

Ordo, Inc
Lucas Kuzak
5275 Longmeadow Rd
Bloomfield Hills, MI
(248) 290-6749
bids@ordo.com
www.ordo.com

* New Offerors may request inclusion on the South Carolina FSMC List by contacting SCDE Office of Health and Nutrition – Contract Administration Department.