
 <p><b>LANCASTER COUNTY SCHOOL DISTRICT</b> Putting our children first</p>	<p><b>Lancaster County School District</b></p> <p><i>Invitation for Bid</i></p>	Solicitation Number	202428	
		Solicitation Issue Date	05/15/2024	
		Procurement Officer	Trevor Hammond, NIGP-CPP, CPPB	
		Phone	(803) 416-8828	
		E-Mail Address	<a href="mailto:procurement@lcsd.k12.sc.us">procurement@lcsd.k12.sc.us</a>	

DESCRIPTION: **Cooperative Term Contract for Fresh Bread Products**

*The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY (Opening Date/Time): **5/31/2024 at 10:00 AM – EST** See "Deadline for Submission of Offer" provision

QUESTIONS MUST BE RECEIVED BY: **5/23/2024 at 10:00 AM - EST** See "Questions from Offerors" provision

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

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

**SUBMIT YOUR OFFER TO THE FOLLOWING ADDRESS:**

<p><b>PHYSICAL &amp; MAILING ADDRESS:</b></p> <p>Lancaster County School District Attn: Melinda Adams 300 South Catawba Street Lancaster, SC 29720</p> <p><small>See "Submitting Your Offer" provision</small></p>
--

CONFERENCE TYPE: <b>n/a</b> DATE & TIME: <small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small>		PRE-BID LOCATION: <b>n/a</b>	
AWARD & AMENDMENTS		Notice of Intent to Award will be posted at the physical address stated above on or about 6/4/2024. The award, this solicitation, and any amendments will be posted at the following web address: <a href="https://www.lancastercsd.com/page/procurement">https://www.lancastercsd.com/page/procurement</a>	
You must submit a signed copy of this form with your offer. By submitting a bid or proposal, you agree to be bound by the terms of the solicitation. You agree to hold your offer open for a minimum of sixty (60) calendar days after the opening date.			
NAME OF OFFEROR <small>(Full legal name of business submitting the offer)</small>		OFFEROR'S TYPE OF ENTITY: <small>(Check one)</small>	
AUTHORIZED SIGNATURE <small>(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)</small>		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Tax exempt corporate entity <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____	
TITLE <small>(Business title of person signing above)</small>		<small>(See "Signing your Offer" provision)</small>	
PRINTED NAME <small>(Printed name of person signing above)</small>		DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.			
STATE OF INCORPORATION		<small>(If offeror is a corporation, identify the State of Incorporation.)</small>	
TAXPAYER IDENTIFICATION NO.		<small>(See "Taxpayer Identification Number" provision)</small>	

**PAGE TWO**

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension                      Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
___ Payment Address same as Home Office Address ___ Payment Address same as Notice Address (check only one)	___ Order Address same as Home Office Address ___ Order Address same as Notice Address (check only one)

**ACKNOWLEDGMENT OF AMENDMENTS**  
 Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

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

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

Minority Participation: Are you a SC Certified Minority Vendor: Yes  No ; If yes, SC Certification # \_\_\_\_\_  
 Are you a Non SC Certified Minority Vendor - Yes  No

**PREFERENCES - A NOTICE TO VENDORS:** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). **ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.**

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).

\_\_\_ In-State Office Address same as Home Office Address  
 \_\_\_ In-State Office Address same as Notice Address

# Solicitation Outline

- I. **Scope of Solicitation**
- II. **Instructions to Offerors**
  - A. **General Instructions**
  - B. **Special Instructions**
- III. **Scope of Work/Specifications**
- IV. **Information for Offerors to Submit**
- V. **Qualifications**
- VI. **Award Criteria**
- VII. **Terms and Conditions**
  - A. **General**
  - B. **Special**
- VIII. **Bid Schedule**
- IX. **Attachments to Solicitation**
- X. **Minority Participation**

## **USDA NONDISCRIMINATION STATEMENT:**

In accordance with Federal civil rights laws 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, SW

Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

## I. SCOPE OF SOLICITATION

Lancaster County School District is soliciting sealed bids for the exclusive provision of fresh bread products for the USDA School Breakfast, School Lunch, Afternoon Snack, At Risk Afterschool Care Program (Supper) and the Summer Feeding Program for the 2024-25 school year with an option to renew for up to four (4) additional one year periods. This solicitation is a cooperative term procurement contract that includes two other districts. Lancaster County School District is the lead district, and other districts will receive the same unit prices offered.

This is a cooperative bid which will include Chesterfield County School District, Fort Mill School District and Lancaster County School District. Each District will manage the contract independently and will be responsible for setting delivery schedules and handling invoice/payment issues.

Some of the Districts listed in this cooperative contract are experiencing significant growth. Any new schools will be added to this contract as they are opened at the bid prices in effect at the time.

**Acquire Supplies / Equipment:** The purpose of this solicitation is to establish a source or sources of supply for the purchase of new supplies and/or equipment as listed.

**Maximum Contract Period – Estimated:** July 1, 2024 through June 30, 2029. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. Contract is for one (1) initial year with the option to renew the agreement on an annual basis for up to four (4) one-year periods. Maximum contract period is five (5) years. See clause entitled “Term of Contract – Effective Date/Initial Contract Period”.

## II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

### **DEFINITIONS, CAPITALIZATION, AND HEADINGS:**

Clause headings used in this solicitation are for convenience only and shall not be used to construe meaning or intent. Even if not capitalized, the following definitions are applicable to all parts of the solicitation, unless expressly provided otherwise.

1. **Amendment** – means a document issued to supplement the original solicitation document.
2. **Board** – means the Lancaster County School District Board of Trustees.
3. **Business** – means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.
4. **Change Order** - means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
5. **Contract** - See clause entitled “Contract Documents & Order of Precedence.”
6. **Contract Modification** – means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled “Changes”, if included herein, authorizes the Procurement Officer to order without the consent of the contractor.
7. **Contractor** - means the offeror receiving an award as a result of this solicitation.
8. **Cover Page** – means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that amendments may modify information provided on the cover page.
9. **District** – means Lancaster County School District (LCSD)
10. **Offer** – means the bid or proposal submitted in response to this solicitation. The terms “Bid” and “Proposal” are used interchangeably with the term “Offer.”
11. **Offeror** – means the single legal entity submitting the offer. The term “Bidder” is used interchangeably with the term “Offeror.” See bidding provisions entitled “Signing Your Offer” and “Bid/Proposal As Offer To Contract.”
12. **Page Two** – means the second page of the original solicitation, which is labeled Page Two.

13. **Procurement Officer** – means the person, or his successor, identified as such on either the cover page, an amendment, or an award notice. Procurement Officer means the Chief Procurement Officer.
14. **Solicitation** – means this document, including all its parts, attachments, and any amendments.
15. **Subcontractor** – means any person you contract with to perform or provide any part of the work.
16. **Us (or) We** - means the Lancaster County School District.
17. **Work** - means all labor, materials, equipment, services, or property of any type, provided or to be provided by the contractor to fulfill the contractor's obligations under the contract.
18. **You and Your** – means Offeror.

**Amendments to Solicitation:** (a) The solicitation may be amended at any time prior to opening. All actual and prospective offerors should monitor the following web site for the issuance of amendments:

<https://www.lancastercsd.com/page/procurement>. (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on page two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Because this solicitation is posted electronically, the District may not be aware of all potential offerors, particularly those that attained a copy from this web site or other unknown sources. ***It is the bidder's responsibility to check this web site periodically to determine if any amendments have been issued. Any amendments issued by the District shall become a formal part of this solicitation.***

**Authorized Agent:** All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only district official authorized to bind the district with regard to this procurement or the resulting contract.

**Award Notification:** Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

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

**Bid Acceptance Period:** In order to withdraw your offer after the minimum period specified on the cover page, you must notify the Procurement Officer in writing.

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

**Board as Procurement Agent:** The Procurement Officer is an employee of the district acting on behalf of the Lancaster County School District pursuant to the Lancaster County School District Procurement Code. Any contracts awarded as a result of this procurement are between the contractor and the district. The Board is not a party to such contracts, unless and to the extent that the Board is using district department, and bears no liability for any party's losses arising out of or relating in any way to the contract.

**Certificate Of Independent Price Determination:**

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

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

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

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

**Certification Regarding Debarment And Other Responsibility Matters:**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

**Debarment and Suspension (Executive Orders 12549 and 12689)** – A contract award (See 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System 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.

**Code of Laws Available:** The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at <http://www.scstatehouse.gov/code/statmast.php>. The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>.

**Deadline for Submission of Offer:** Any offer received after the Procurement Officer of the district or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office prior to the bid opening.

**Disclosure Of Conflicts Of Interest Or Unfair Competitive Advantage:**

("OCI FAQ for Contractors" is available at [www.procurement.sc.gov](http://www.procurement.sc.gov))

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the District may withhold award. Before withholding award on these grounds, the District will notify you of the concerns and provide a reasonable opportunity for you to respond. The District may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the District will rely when considering your offer for award.

**Disclosure Of Your Bid / Proposal & Submitting Confidential Data:**

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE DISTRICT MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the District will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the District, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws

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

**Drug Free Work Place Certification:** By submitting an offer, contractor certifies that, if awarded a contract, contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

**Duty To Inquire:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or



materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors."

**Ethics Certificate:** By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The District may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

**Multiple Offers:** Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

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

**Open Trade Representation:** By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**Pricing:** (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the District cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E. (c) Unbalanced Pricing. The District will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C.

**Procurement Standards:** The Solicitation is written to comply with all federal, state, and local procurement laws, including no application of the State's Resident Vendor Preference to the SCEP and USEP Preferences. The applicable federal procurement laws are contained in 2 CFR 200.317-326.

**Prohibited Communications And Donations:**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165]

**Protests:** (a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to DocReq@mno.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at [www.procurement.sc.gov/legal](http://www.procurement.sc.gov/legal).

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

**Questions From Offerors:**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than eight (8) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." We will not identify you in our answer to your question. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140]

**Rejection/Cancellation:** The district may cancel this solicitation in whole or in part. The district may reject any or all bids in whole or in part (Article 5-1710 of the Lancaster County School District's procurement code).

**Responsiveness:** (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the District, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation's material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation. [02-2A105-3]

**Signing Your Offer:** Every offer must be signed by an individual with actual authority to bind the offeror. (a) If the offeror is an individual, the offer must be signed by that individual. If the offeror is an individual doing business as a firm, the offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the offeror is a partnership, the offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the offeror is a corporation, the offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the offeror is a joint venture, the offer must be submitted in the name of the joint venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an offer is signed by an agent,

other than as stated in subparagraphs (a) through (d) above, the offer must state that it has been signed by an agent. Upon request, offeror must provide proof of the agent's authorization to bind the principal.

**Submitting Your Offer or Modification:** (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

**Tax Credit For Subcontracting With Disadvantaged Small Businesses:** Pursuant to Section 12-6-3350, a taxpayer having a contract with this District who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Schedule TC-2, "Credit for State Contractors Subcontracting with Socially and Economically Disadvantaged Small Business." A copy of the subcontractor's certificate from the Division of Small and Minority Business Contracting and Certification is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, <http://dor.sc.gov>. Questions regarding subcontractor certification are to be referred to: Division of Small and Minority Business Contracting and Certification, <http://smbcc.sc.gov>.

**Withdrawal or Correction of Offer:** Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of offers is governed by Article 5-1520 of the Lancaster County School District's procurement code.

## **II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS**

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

**Preferences - A Notice To Vendors:** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]

**Preferences - SC/ US End-Product:** Section 11-35-1524 provides a preference to vendors offering South Carolina end-products or US end-products, if those products are made, manufactured, or grown in SC or the US, respectively. An end-product is the tangible project identified for acquisition in this solicitation, including all component parts in final form and ready for the use intended. The terms “made,” “manufactured,” and “grown” are defined by Section 11-35-1524(A). By signing your offer and checking the appropriate space(s) provided and identified on the bid schedule, you certify that the end-product(s) is either made, manufactured or grown in South Carolina, or other states of the United States, as applicable. Preference will be applied as required by law. Post award substitutions are prohibited. See “Substitutions Prohibited - End Product Preferences (Sep 2009)” provision.

**Preferences - Resident Vendor Preference:** To qualify for the RVP, you must maintain an office in this state. An office is a nonmobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder for at least one year before the bid opening and during that year the place has been staffed for at least fifty weeks by at least two employees for at least thirty five hours a week each. In addition, you must either: (1) maintain at a location in South Carolina at the time of the bid an inventory of expendable items which are representative of the general type of commodities for which the award will be made and which have a minimum total value, based on the bid price, equal to the lesser of fifty thousand dollars [\$50,000] or the annual amount of the contract; or (2) be a manufacturer headquartered and having an annual payroll of at least one million dollars in South Carolina and the end product being sold is either made or processed from raw materials into a finished end product by that manufacturer or its affiliate (as defined in Section 1563 of the Internal Revenue Code).

**Protest – Procurement Department Address:** Any protest must be addressed to the Chief Procurement Officer, Lancaster County School District, and submitted in writing (a) by email to [trevor.hammond@lcsd.k12.sc.us](mailto:trevor.hammond@lcsd.k12.sc.us), (b) by facsimile at 803-286-4865, or (c) by post or delivery to 300 South Catawba Street, Lancaster, SC 29720.

**Responsiveness – Correction Of Non-Conformity:** Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

**Unit Prices Required:** Unit price to be shown for each item.

### III. SCOPE OF WORK/SPECIFICATIONS

**Objective:**

Lancaster County School District is soliciting sealed bids for the exclusive provision of fresh bread products for the USDA School Breakfast, School Lunch, Afternoon Snack, At Risk Afterschool Care Program (Supper) and the Summer Feeding Program for the 2024-25 school year with an option to renew for up to four (4) additional one year periods.

**Participating Governmental Entities:**

Lancaster County School District is extending this “Invitation for Bids” on behalf of itself and other governmental entities in South Carolina. As a cooperative purchasing group, the entities listed below may purchase from this contract at the stated bid prices. Quantities listed are estimates and not a guarantee of purchases. Governmental entities specifically included in this cooperative purchasing group at the time of bidding are:

Chesterfield County School District      Fort Mill School District

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

Each District will manage the contract independently and will be responsible for setting delivery schedules and handling invoice/payment issues.

Chesterfield County School District has 16 schools with a total student population of approximately 7,032

Fort Mill School District has 21 schools with a total student population of approximately 18,450.

Lancaster County School District has 22 schools with a total student population of approximately 15,122.

**Type of Contract:** A firm fixed price contract will be awarded to the successful bidder. This will be a one year contract with the option to renew for up to four (4) additional one year periods.

**Autonomy:**

1. Each governmental entity listed above is considered an independent autonomous governmental entity, and Lancaster County School District (lead entity) shall not be held responsible for the financial transactions, contractual disputes, or incurrence of liability for any other governmental entity. Lancaster County School District is acting as lead entity in the procurement process.
2. All references to "the District" in the terms, conditions, and provisions of the contract documents shall apply to each separate governmental entity in the administration of the contract.
3. The terms and conditions of this solicitation shall be binding between each governmental entity and each Contractor and can only be changed in writing and signed by both parties. Such amendments to the contract terms and conditions made by any governmental entity shall not be binding on other participating governmental entities.
4. The lead entity shall execute changes to the contract such as, but not limited to, price changes, product substitutions, service enhancements or other such changes that will be binding on all governmental entities in the cooperative.
5. Contractors must deal directly with each governmental entity listed above concerning the placement of orders, issuance of purchase orders, payments with purchasing cards, contractual disputes, invoicing, payments or delinquent accounts, or other contract issues after the inception of the contract.
6. Any cancellation or termination of products, services or contract between any governmental entity and any Contractor shall not be binding on the other participating governmental entities.

**Planned Outcomes:** It is the intent of this solicitation to achieve the following:

1. Establish a master contract for the District and any participating governmental entities (listed above) without preempting the competitive processes required by law;
2. A reduction in administrative costs and overhead of the District and any participating governmental entities (listed above) as well as the Contractor(s) by utilizing a single bid process;
3. Economies of scale with more cost effective pricing through the combined volumes of the participating governmental entities (listed above).

**Protection of Person and Property:** The contractor shall take every precaution necessary to assure the protection of both persons and property while performing under this contract. The contractor shall be responsible for the repair or replacement of any damage caused to District property at no cost to the governmental entity.

**Contractor Responsibilities:**

1. Any form of tobacco/smoke products, alcohol and illegal drugs will not be allowed on District property.
2. Guns, knives or any items deemed 'weapons' will not be allowed on District property.
3. Awarded contractor shall obtain a full criminal background check for any employees working on this contract. Contractor shall not permit employment of any person for this contract with a criminal record without written permission of the District. Employees with felony drug convictions or convictions on associated or directed weapons charges **shall not** be allowed to work in the District. Upon request, the contractor shall provide proof of such background checks. Contractor will be responsible for any cost associated with these checks.
4. Employees must display proper company identification while on District property.

5. The contractor must comply with the provisions of the Civil Rights Act of 1964, as amended. They must also comply with all applicable federal, state and local laws and regulations pertaining to wages, hours, and conditions of employment.
6. In accordance with Federal law and U.S. Department of Agriculture policy, the District is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.
7. Rebates, Bonuses and other Financial Benefits: All rebates, bonuses, discounts or other financial benefits derived from the procurement process must accrue to the applicable District's nonprofit school food service account as defined in 7CFR 210.21(f). Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates, and applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allowable to the allowable portion of the costs billed to the Food Services or Student Nutrition Department for each District.
8. Buy America Provision: Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase to the maximum extent possible, domestic commodities or products used in meals served in the NSLP and SBP. "Domestic commodity or product" is defined as one that is produced in the United States and over 51 percent of the final processed product consists of agricultural commodities that are grown domestically.
9. Volume: The total quantities shown herein are estimated requirements for the contract period and the District(s) do not obligate themselves to purchase the full quantities indicated but the price offered must be allowed should the quantities be less. Requirements of the District(s) may also exceed the quantities shown and all orders received by the contractor during the term of the contract will be filled in accordance with the terms and conditions herein set forth. The quantities stated herein are based on actual historical data derived from prior purchases for the District(s) during the preceding twelve (12) month period. Since these are estimated quantities, the Food Service/ Student Nutrition Director(s) and the contractor will work closely together to provide as much accuracy as possible in adjusting quantities so that the contractor will not be left with an extreme overage or underage of products.
10. The Successful contractor shall fill all original orders at a monthly average of 97% or above on the appropriate scheduled day. The remaining 3% shall be delivered within the next 24 hours.
11. Delivery Time: All orders placed on this contract will require delivery between the hours of 6:00 am and 1:30 pm to the individual schools listed in Section IX. Attachments to Solicitation - Appendix A. A written schedule for ordering/delivery will be established by each District and mutually agreed upon with the contractor within five days after award.
12. Deliveries will be made to each of the schools on a regularly scheduled basis, except school holidays and closing days due to inclement weather. All schedules will remain constant throughout the duration of the contract. The contractor and the Districts must agree in writing to any mutually agreed upon changes to the schedule. School holidays shall be defined as any weekday that students are not scheduled for attendance. If the school holiday falls on a scheduled delivery day, the delivery will be made on a day mutually agreed upon by the District and the contractor. Special or intermediate deliveries will be required only if a contractor fails to deliver a product on a regularly scheduled delivery.
13. Special or intermediate deliveries will be required only if a contractor fails to deliver a product on a regularly scheduled delivery. Bread must be available prior to serving time after a school holiday or extended weekend.
14. Contractor may be required to reimburse Food Service/Student Nutrition Department for failure to deliver bread to designated site(s) on scheduled day(s) due to gross negligence of driver or company and not due to conditions determined beyond the control of the contractor (breakdowns of delivery vehicle or as defined under force majeure). Reimbursements will be limited to the number of actual free, reduced and paid students participating at the site(s) and will be tied to the USDA reimbursement rates for free, reduced and paid meals for the school year in which the violation occurred.
15. Deliveries shall be made as ordered with no substitutes. Unauthorized substitutions and deviations from stated orders are prohibited. Each delivery ticket shall be signed by a designated school receiver. Variations from the norm (shortages, damages, etc.) shall be noted on each ticket and initialed by both the driver and school receiver.

16. All bread products shall be delivered fresh with the pack code included on each package. All fresh products shall be no more than 24 hours old (48 hours if delivery day follows a day business is closed).
17. Drivers shall rotate and observe FIFO (first in, first out rotation practice), and then place all products (both existing and new) in areas designated by the cafeteria manager.
18. The successful bidder must have and maintain a superior rating from the state and local health agencies at all locations. All bread products are to be delivered in sturdy clean plastic baskets which are free from dirt, sand or any other residue. Empty plastic baskets or "milk crates" will be picked at each delivery.
19. Food Recall Plan: The Contractor shall comply with all applicable federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplaces. The Contractor shall maintain a current documented process to address and resolve food recalls, copies of which shall be available for review by the District upon request. This documentation shall include a means for accurate and timely communication with the District, as well as specific protocols to identify and remove unsafe products from schools in an expedient, efficient, and effective manner.
20. HACCP Plan and Related Sanitation Requirements: The Contractor shall maintain a current Hazard Analysis Critical Control Point (HACCP) Plan that is in compliance with all appropriate government and industry standards. Detailed summaries of the plans shall be available for review by the District upon request.
21. Interface with Food Service/Student Nutrition Department of each District and with packers on problems related to product pack and quality.
22. Utilization reports shall be issued to the District(s) monthly. These reports will be submitted showing total quantity delivered per item by location, including monthly totals for the District. These reports must be submitted by the 15<sup>th</sup> of the following month. Payments may be withheld if reports are not received by the 15<sup>th</sup> of the following month.

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

1. All bakery products will be packaged with materials used to contain and deliver the product in accordance with proper commercial bakery practice. Products that have an unsatisfactory appearance or contain mold will be rejected regardless of the packaging or expiration date(s).
2. Bakery products may be wrapped in standard commercial packaging with the nutrition label, Julian Date, manufacturing plant code, and expiration date OR wrapped in clear plastic wrap with the nutrition label, Julian Date, manufacturing plant code, and expiration date.
3. Products that bear "SALE" price stickers etc. shall not be delivered to schools. Such practice may constitute non-performance of the contract and may result in termination.
4. Due to changes in the Healthy Hunger Free Kids Act of 2010, in order for SFAs to receive credit in the Child Nutrition Program, a whole grain-rich food must contain at least 50 % whole grains and the remaining grain content of the product must be enriched. For bread products, whole grain must be the primary ingredient by weight (a whole grain is the first ingredient in the list). However, water may also be listed as the first ingredient.
5. Samples may be required from bidding companies.
6. Food and certain non-food items purchased under this contract by the District(s) are not subject to State and Federal Taxes. The tax exemption certificate will be furnished to the awarded contractor upon request.

**Site Visits:**

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

### **Sanitation Requirement:**

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

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

- Invoices must be legible with the description of item and quoted bid price;
- Unit prices for all items shall be shown and accurately extended;
- All merchandise returns must be recorded by driver and two copies of this 'credit' left at the school;
- Monthly statements by location shall be emailed to:
  - Myrtie Patterson (Fort Mill School District) -- pattersonp@fortmillschools.org
  - Reba Powers (Chesterfield School District) – rpowers@chesterfieldschools.org
  - Angela McCrorey (Lancaster County School District) - angela.mccrorey@lcsd.k12.sc.us
- Statements **are not** to be sent directly to the schools.
- Fort Mill & Lancaster School Districts generally pay bread invoices on a weekly basis. Chesterfield School District generally pays on a monthly basis. Late charges will not be paid prior to 30 days after receipt of statement.

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

**Transmittal of Orders:** Order guides (pre-printed) shall be furnished by contractor suppliers for recording and/or transmitting orders. Each District will work with the awarded vendor to finalize the order process.

## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

**Information for Offerors to Submit – General:** You shall submit a signed Cover Page and Page Two. Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

## **V. QUALIFICATIONS**

**Qualifications Of Offeror:** (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of



responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [procurement.sc.gov](http://procurement.sc.gov), link to "Standard Clauses & Provisions."

## **VI. AWARD CRITERIA**

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

**Award to One Offeror:** Award will be made to one offeror.

**Unit Price Governs:** In determining award, unit prices will govern over extended prices unless otherwise stated.

## **VII. TERMS AND CONDITIONS – A. GENERAL**

### **Assignment, Novation, and Change of Name, Identity, or Structure:**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the district shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific district contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

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

**Buy American Provision:** The Contractor shall comply with the Buy American Requirements contained in 2CFR 210.21(d), that requires schools participating in USDA Child Nutrition Programs to purchase to the maximum extent possible, domestic commodities or products. "Domestic commodity or product" is defined by USDA as having over 51 percent of the final processed product consists of agricultural commodities that are grown domestically. Exceptions may apply when a product is not produced or manufactured in the United States in sufficient, reasonable, and available quantities of a satisfactory quality or when competitive bidding reveals the cost of a domestic product is significantly higher than a non-domestic product.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):** Contractors who apply or Proposal for an award of \$100,000 or more shall file the required certification. 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

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

**Contract Awarded Pursuant To Code:** Any contract resulting from this solicitation is formed pursuant to the Model School District Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available."

**Contract Documents & Order of Precedence:** (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the District's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the District, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

**Discount for Prompt Payment:** (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the district annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when federal government offices are closed and government business is not expected to be conducted, payment may be made on the following business day.

**Disputes:** (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in the State of South Carolina. Contractor agrees that any act by the district regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the

address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

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

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

**Fixed Pricing Required:** Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

- Price(s) shall include overhead, profit, insurance, rental equipment, power tools, travel, fuel, fuel surcharges, delivery, set-up charges, etc. The district shall not honor any hidden charges.

**No Indemnity or Defense:** Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

**No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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

**Open Trade:** During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

**Organizational Conflict Of Interest:**

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The District may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the District may terminate the contract for default.

**Payment & Interest:** (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (c) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (d) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (b) and (c) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (e) The District shall have all of its common law, equitable and statutory rights of set-off.

- All invoices for payment of purchases of goods or services shall be delivered to: Lancaster County School District, Attn: Accounts Payable, 300 S. Catawba St., Lancaster, SC 29720.
- All payment for purchases of goods and services shall be paid by the district within thirty (30) days after the acceptance of the goods or services and proper invoice, whichever is received later.

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

**Purchase Orders:** Contractor shall not perform any work prior to the receipt of a purchase order from the district. The district shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order.

- Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

**Survival of Obligations:** The parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

**Sales and Use Taxes:** Food and certain non-food items purchased by the District under this Contract are not subject to state, federal, and/or local taxes. A tax exemption certificate shall be furnished upon request.

**Taxes:** Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

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

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

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

## **VII. TERMS AND CONDITIONS – B. SPECIAL**

### **Changes:**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

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

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

**Contractor's Liability Insurance – General:**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Contractor Personnel:** The contractor shall enforce strict discipline and good order among the contractor's employees and other persons carrying out the contract. The contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**Contractor's Obligation - General:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**Contractor's Use of District Property:** Upon termination of the contract for any reason, the district shall have the right, upon demand, to obtain access to, and possession of, all district properties, including, but not limited to, current copies of all district application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the district without the district's written consent, except to the extent necessary to carry out the work.

**Default:**

(a) (1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated

portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

**Estimated Quantity – Purchases from Other Sources:** The District may bid separately any unusual requirements or large quantities of supplies covered by this contract.

**Estimated Quantity - Unknown:** The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

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

**Indemnification- Third Party Claims – General:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding



insurance. As used in this clause, "Indemnitees" means the Lancaster County School District, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

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

**Material and Workmanship:** Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

**Ownership of Data & Materials:** All data, material and documentation prepared for the district pursuant to this contract shall belong exclusively to the district.

**Price Adjustments:**

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

**Price Adjustment – Limited – After Initial Term Only:** Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least ninety (90) days prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

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

**Pricing Data – Audit – Inspection:** (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract

modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the district finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The district may audit your records at reasonable times and places. As used in this subparagraph (b), the term “records” means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the district may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the district context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the district context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the district.

**Relationship of the Parties:** Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**Restrictions On Presenting Terms Of Use Or Offering Additional Services:**

(a) Citizens, as well as public employees (acting in their individual capacity), should not be unnecessarily required to agree to or provide consent to policies or contractual terms in order to access services acquired by the government pursuant to this contract (hereinafter “applicable services”) or, in the case of public employees, to perform their job duties; accordingly, in performing the work, contractor shall not require or invite any citizen or public employee to agree to or provide consent to any end user contract, privacy policy, or other terms of use (hereinafter “terms of use”) not previously approved in writing by the procurement officer. Contractor agrees that any terms of use regarding applicable services are void and of no effect.

(b) Unless expressly provided in the solicitation, public contracts are not intended to provide contractors an opportunity to market additional products and services; accordingly, in performing the work, contractor shall not – for itself or on behalf of any third party – offer citizens or public employees (other than the procurement officer) any additional products or services not required by the contract.

(c) Any reference to contractor in items (a) or (b) also includes any subcontractor at any tier. Contractor is responsible for compliance with these obligations by any person or entity that contractor authorizes to take any action related to the work.

(d) Any violation of this clause is a material breach of contract. The parties acknowledge the difficulties inherent in determining the damage from any breach of these restrictions. Contractor shall pay the District liquidated damages of \$1,000 for each contact with a citizen or end user that violates this restriction.

**Shipping/Risk of Loss:** F.O.B. Destination, Freight Prepaid. Destination is the District’s designated receiving site, or other location, as specified on the purchase order.

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

Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), and Section 6002 of the Solid Waste Disposal Act (42 USC 82) as further specified by 2 CFR 200.322.

**Substitutions Prohibited - End Product Preferences:** If you receive the award as a result of the South Carolina end product or United States end product preference, you may not substitute a nonqualifying end product for a qualified end product. If you violate this provision, the District may terminate your contract for cause and you may be debarred. In addition, you shall pay to the District an amount equal to twice the difference between the price paid by the District and your evaluated price for the item for which you delivered a substitute. [11-35-1534(B)(4)] [07-7B236-1]

**Term of Contract – Effective Date/Initial Contract Period:** The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.

**Term Of Contract – Option To Renew:** At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one (1) year, unless contractor receives notice that the District elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.

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

**Termination For Convenience):** (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

Weekly Delivery – Commercially Wrapped Bread Products

Item Number	Item Description	Estimated Quantity	Unit Cost	Total Cost	Preference(s)
1	Loaf, whole grain-rich wheat, sandwich style, 24 slices per 24 oz. loaf.	(FMSD) (Chesterfield CSD) <u>(LCSD)</u>			
2	Loaf, whole grain rich white wheat, sandwich style, 24 slices per 24 oz. loaf.	1,000 (FMSD) 3,000 (Chesterfield CSD) <u>6,000 (LCSD)</u> 10,000			
3	Roll, hamburger pre-sliced, 4" diameter, whole grain rich wheat, 12 per pkg.	(FMSD) (Chesterfield CSD) <u>(LCSD)</u>			
4	Roll, hamburger pre-sliced, 4" diameter, whole grain rich white wheat, 12 per pkg.	9,000 (FMSD) 32,000 (Chesterfield CSD) <u>15,000 (LCSD)</u> 56,000			
5	Roll, hoagie, whole grain rich wheat, pre-sliced, 6" diameter, 8 per pkg.	(FMSD) (Chesterfield CSD) <u>(LCSD)</u>			
6	Roll, hoagie, whole grain rich white wheat, pre-sliced, 6" diameter, 8 per pkg.	250 (FMSD) 200 (Chesterfield CSD) <u>1,800 (LCSD)</u> 2,250			
7	Roll, hotdog, whole grain rich wheat, pre-sliced, 6" long, 12 per pkg.	(FMSD) (Chesterfield CSD) <u>(LCSD)</u>			
8	Roll, hotdog, whole grain rich white wheat, pre-sliced, 6" long, 12 per pkg.	750 (FMSD) 5,000(Chesterfield CSD) <u>2,500 (LCSD)</u> 8,250			
	<b>GRAND TOTAL</b>				\$

Company Name

Date

Weekly Delivery – Clear Wrapped Bread Products

Item Number	Item Description	Estimated Quantity	Preference(s)	Unit Cost	Total Cost
9	Loaf, whole grain-rich wheat, sandwich style, 24 slices per 24 oz. loaf.	(FMSD) (Chesterfield CSD) <u>(LCSD)</u>			
10	Loaf, whole grain rich white wheat, sandwich style, 24 slices per 24 oz. loaf.	1,000 (FMSD) 3,000 (Chesterfield CSD) <u>6,000 (LCSD)</u> 10,000			
11	Roll, hamburger pre-sliced, 4" diameter, whole grain rich wheat, 12 per pkg.	(FMSD) (Chesterfield CSD) <u>(LCSD)</u>			
12	Roll, hamburger pre-sliced, 4" diameter, whole grain rich white wheat, 12 per pkg.	9,000 (FMSD) 32,000 (Chesterfield CSD) <u>15,000 (LCSD)</u> 56,000			
13	Roll, hoagie, whole grain rich wheat, pre-sliced, 6" diameter, 8 per pkg.	(FMSD) (Chesterfield CSD) <u>(LCSD)</u>			
14	Roll, hoagie, whole grain rich white wheat, pre-sliced, 6" diameter, 8 per pkg.	250 (FMSD) 200 (Chesterfield CSD) <u>1,800 (LCSD)</u> 2,250			
15	Roll, hotdog, whole grain rich wheat, pre-sliced, 6" long, 12 per pkg.	(FMSD) (Chesterfield CSD) <u>(LCSD)</u>			
16	Roll, hotdog, whole grain rich white wheat, pre-sliced, 6" long, 12 per pkg.	750 (FMSD) 5,000 (Chesterfield CSD) <u>2,500 (LCSD)</u> 8,250			
	<b>GRAND TOTAL</b>				\$

Company Name

Date

**IX. ATTACHMENTS TO SOLICITATION**

**APPENDIX A – SCHOOL DISTRICT PROFILES WITH ADP**

**APPENDIX B – OFFEROR’S CHECKLIST**

**APPENDIX C – MINORITY PARTICIPATION FORM**

APPENDIX A

**CHESTERFIELD COUNTY SCHOOL DISTRICT PROFILE  
AVERAGE DAILY PARTICIPATION/ CONTACT INFORMATION**

<b>SCHOOL</b>	<b>ADDRESS/ PHONE NUMBER</b>	<b>BREAKFAST ADP</b>	<b>LUNCH ADP</b>	<b>AFTERSCHOOL SNACK ADP</b>	<b>SUPPER ADP</b>	<b>SUMMER ADP</b>
<b>Edwards Elementary</b>	<i>2411 West Boulevard Chesterfield, SC 29709 843-623-3719</i>	484	425			
<b>Chesterfield High</b>	<i>401 N. Page Street Chesterfield, SC 29709 843-623-9308</i>	273	384			
<b>Chesterfield-Ruby Middle</b>	<i>14445 Highway 9 Chesterfield, SC 29709 843-623-9401</i>	434	354			
<b>Cheraw Primary</b>	<i>321 High Street Cheraw, SC 29520 843-921-1020 ext. 230</i>	472	438	48		
<b>Cheraw Intermediate</b>	<i>421 Chesterfield Hwy. Cheraw, SC 29520 843-921-1030, ext. 32</i>	215	336	55		
<b>Long Middle</b>	<i>1010 W. Greene Street Cheraw, SC 29520 843-921-1010</i>	410	364	50		
<b>Cheraw High</b>	<i>649 Chesterfield Hwy. Cheraw, SC 29520 843-537-6867</i>	423	327			
<b>Ruby Elementary</b>	<i>249 Thurmond Avenue Ruby, SC 29741 843-634-6648</i>	270	255			
<b>Plainview Elementary</b>	<i>16002 Highway 102 Patrick, SC 29584 843-498-6732</i>	175	152			
<b>McBee Elementary</b>	<i>284 E. Maple Avenue McBee, SC 29101 843-335-8906</i>	411	339			
<b>McBee High School</b>	<i>264 E. Pine Avenue McBee, SC 29101 843-335-6468</i>	477	336			
<b>Jefferson Elementary</b>	<i>809 W. Elizabeth Street Jefferson SC 29718 843-658-7608</i>	254	294			
<b>New Heights Middle</b>	<i>5738 Highway 151 Jefferson, SC 29718 843-658-6830</i>	422	397			



<b>Petersburg Primary</b>	<i>326 N. Arnold Street Pageland, SC 29728 843-672-6714</i>	406	374	25		
<b>Pageland Elementary</b>	<i>715 W. McGregor Street Pageland, SC 29728 843-672-5610</i>	227	377			
<b>Central High</b>	<i>200 Zion Church Road Pageland, SC 29728 843-672-9170</i>	364	428	8		

**FORT MILL SCHOOL DISTRICT PROFILE**  
**AVERAGE DAILY PARTICIPATION /CAFÉ MANAGER CONTACT INFORMATION**

<b>SCHOOL</b>	<b>ADDRESS/ PHONE NUMBER</b>	<b>BREAKFAST ADP</b>	<b>LUNCH ADP</b>	<b>AFTERSCHOOL SNACK ADP</b>	<b>SUPPER ADP</b>	<b>SUMMER ADP</b>
<b>Banks Trail Middle</b>	<i>861 Fort Mill Parkway Fort Mill, SC 29715 803-578-2950</i>	102	339			
<b>Catawba Ridge High</b>	<i>1180 Fort Mill Parkway Fort Mill, SC 29715 803-835-5240</i>	73	808			
<b>Doby's Bridge Elementary</b>	<i>1000 Dragon Way, Fort Mill, SC 29715 803-835-5384</i>	161	322			
<b>Forest Creek Middle</b>	<i>2212 White's Road Fort Mill, SC 29715 803-396-3471</i>	76	339			
<b>Fort Mill Elementary</b>	<i>192 Springfield Parkway Fort Mill, SC 29715 803-548-6535</i>	259	317			
<b>Fort Mill High R Wing</b>	<i>215 Highway 21 Fort Mill, SC 29715 803-548-8427</i>	60	200			
<b>Fort Mill High</b>	<i>215 North Highway 21 Fort Mill, SC 29715 803-547-5145</i>	20	634			
<b>Fort Mill Middle</b>	<i>200 Springfield Parkway Fort Mill, SC 29715 803-547-5564</i>	53	308			
<b>Gold Hill Elementary</b>	<i>1000 Dave Gibson Blvd Tega Cay, SC 29708 803-548-8355</i>	179	367			
<b>Gold Hill Middle</b>	<i>1025 Dave Gibson Blvd Tega Cay, SC 29708 803-548-8301</i>	70	440			
<b>Kings Town Elementary</b>	<i>1774 Mason Bend Drive Fort Mill, SC 29708 803-835-2499</i>	199	352			
<b>Nation Ford High</b>	<i>1400 A.O. Jones Blvd Fort Mill, SC 29715 803-835-0009</i>	135	784			
<b>Orchard Park Elementary</b>	<i>474 Third Baxter Street Fort Mill, SC 29708 803-548-8189</i>	132	279			

<b>Pleasant Knoll Elementary</b>	<i>2346 Pleasant Road Fort Mill, SC 29708 803-835-0095</i>	126	347			
<b>Pleasant Knoll Middle</b>	<i>2320 Pleasant Road Fort Mill, SC 29708 803-835-3708</i>	118	431			
<b>River Trail Elementary</b>	<i>1016 Fort Mill Parkway Fort Mill, SC 29715 803-835-7517</i>	199	321			
<b>Riverview Elementary</b>	<i>1300 Spratt Street Fort Mill, SC 29715 803-548-4648</i>	269	352			
<b>Springfield Elementary</b>	<i>1691 Springfield Parkway Fort Mill, SC 29715 803-548-8169</i>	319	424			
<b>Springfield Middle</b>	<i>1711 Springfield Parkway Fort Mill, SC 29715 803-548-8397</i>	152	413			
<b>Sugar Creek Elementary</b>	<i>1599 Farm House Road Fort Mill, SC 29715 803-835-0155</i>	266	397			
<b>Tega Cay Elementary</b>	<i>2185 Gold Hill Road Tega Cay, SC 29708 803-835-5346</i>	131	335			

**LANCASTER COUNTY SCHOOL DISTRICT PROFILE  
AVERAGE DAILY PARTICIPATION/ CONTACT INFORMATION**

<b>SCHOOL</b>	<b>ADDRESS/ PHONE NUMBER</b>	<b>BREAKFAST ADP</b>	<b>LUNCH ADP</b>	<b>AFTERSCHOOL SNACK ADP</b>	<b>SUPPER ADP</b>	<b>SUMMER ADP</b>
<b>A.R. Rucker Middle</b>	<i>422 Old Dixie Rd. Lancaster, SC 29720 803-416-8555</i>	152	400	100		
<b>Andrew Jackson High</b>	<i>6925 Kershaw-Camden Highway Kershaw, SC 29067 803-475-2381</i>	68	329			
<b>Andrew Jackson Middle</b>	<i>6865 Kershaw Camden Highway Kershaw, SC 29067 803-475-6021</i>	78	298			
<b>Brooklyn Springs Elementary</b>	<i>1637 Billings Drive Lancaster, SC 29720 803-283-8471</i>	228	405	75		
<b>Buford Elementary</b>	<i>1906 N. Rocky River Rd Lancaster, SC 29720 803-286-0026</i>	214	424	60		
<b>Buford High</b>	<i>4290 Tabernacle Road Lancaster, SC 29720 803-286-7068</i>	83	329			
<b>Buford Middle</b>	<i>1890 N. Rocky River Rd Lancaster, SC 29720 803-285-8473</i>	105	276			
<b>Clinton Elementary</b>	<i>110 Clinton School Rd Lancaster, SC 29720 803-285-5395</i>	164	364	60		75
<b>Erwin Elementary</b>	<i>1477 Locustwood Ave Lancaster, SC 29720 803-285-8484</i>	203	400			150
<b>Harrisburg Elementary</b>	<i>10251 Harrisburg Road Indian Land, SC 29707 803-396-3752</i>	76	469			
<b>Heath Springs Elementary</b>	<i>158 Solar Road Heath Springs, SC 29058 803-273-3176</i>	103	200	50		
<b>Indian Land Elementary</b>	<i>4137 Dobys Bridge Road Indian Land, SC 29707 803-548-2916</i>	147	428			
<b>Indian Land High</b>	<i>6100 Charlotte Highway Lancaster, SC 29720 803-547-7571</i>	80	503			

<b>Indian Land Intermediate</b>	<i>8361 Charlotte Highway Indian Land, SC 29707 803-547-3608</i>	114	406			
<b>Indian Land Middle</b>	<i>8063 River Road Indian Land, SC 29707 803-578-2540</i>	70	365			
<b>Kershaw Elementary</b>	<i>525 North Matson St Kershaw, SC 29067 803-475-6655</i>	164	341	60		95
<b>Lancaster High</b>	<i>325 Woodland Drive Lancaster, SC 29720 803-283-2001</i>	276	987	125		79
<b>McDonald Green Elementary</b>	<i>2763 Lynwood Drive Lancaster, SC 29720 803-285-7416</i>	160	370	50		
<b>North Elementary</b>	<i>1100 Roddey Drive Lancaster, SC 29720 803-283-9918</i>	236	393	50		
<b>South Middle</b>	<i>1551 Billings Drive Lancaster, SC 29720 803-283-8416</i>	121	430	80		
<b>Southside Early Childhood Center</b>	<i>500 Hampton Road Lancaster, SC 29720 803-283-3915</i>	165	175	175		
<b>Van Wyck Elementary</b>	<i>4945 Charlotte Hwy Lancaster, SC 29720 803-313-6633</i>	119	406			

## OFFEROR'S CHECKLIST

### *AVOID COMMON BID/PROPOSAL MISTAKES*

Review this checklist prior to submitting your bid/proposal.

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

- Do not include any of your standard contract forms!
- Unless expressly required, do not include any additional boilerplate contract clauses.
- Reread your entire bid/proposal to make sure your bid/proposal does not take exception to any of the district's mandatory requirements.
- Make sure you have properly marked all protected, confidential, or trade secret information in accordance with the instructions entitled: "**Disclosure of Your Bid/Proposal & Submitting Confidential Data**". Do not mark your entire bid/proposal as confidential, trade secret, or protected! Do not include a legend on the cover stating that your entire response is not to be released!
- Make sure you have properly acknowledged all amendments. Instructions regarding how to acknowledge amendments are outlined in section entitled: "**Instructions to Offerors – A. General Instructions (Amendments to Solicitation)**".
- Make sure your bid/proposal is signed by a person that is authorized to contractually bind your business.
- Make sure your bid/proposal includes the number of copies requested.
- Make sure you properly mark the outside of your envelope with the bid number, due date, and time.
- Check to ensure your bid/proposal includes everything requested!
  - ❑ Cover Page – completed and signed
  - ❑ Page Two - completed
  - ❑ Bid Schedule – completed (to include name of company in space provided)
  - ❑ Company Profile and Reference Form (if required)
  - ❑ Evidence of Liability Insurance
  - ❑ Bid Bond, Certified Check or Cashier's Check (if required)
  - ❑ Appropriate Number of Copies Requested
- If you have concerns about this solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a prebid/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "**Instructions to Offerors – A. General Instructions - Questions from Offerors**" and any provisions regarding prebid/proposal conferences.

This checklist is included only as a reminder to help offerors avoid common mistakes.

Responsiveness will be evaluated against the solicitation, **not** against this checklist.

You do not need to return this checklist with your response.

**APPENDIX C**

**MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:**

a) Statement of Policy:

It is a practice of the Lancaster County School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vendor or contractor and the District which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the District. Further, it is the practice of the District to encourage and promote, on an inclusionary basis, contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Lancaster County School District will comply with this policy.

b) Subcontractor Participation:

The Lancaster County School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify M/WBE utilization expenditures to certified M/WBE subcontractors that perform a commercially useful function in the work of the contract. An M/WBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE or WBE has the skill and expertise and carries out its responsibilities by actually performing, managing and supervising the work involved.

c) Business Utilization Report:

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed Utilization Report with the bid submission which lists the names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with the Lancaster County School District. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

**Business Enterprise Utilization Report**

List all vendors/subcontractors to be used on this project. All MBE's or WBE's proposed for utilization on this project must be certified by the Small and Minority Business Assistance Office through the State of South Carolina according to the criteria of the Lancaster County School District's Minority Business Enterprise Plan.

In column 6 below, please specify ethnic/racial/gender group as follows:

- AABE – African-American Business Enterprise
- HBE – Hispanic Business Enterprise
- ABE – Asian-American Business Enterprise
- FBE – Female Business Enterprise
- MAJ – Majority Business Enterprise

Project Title	W/M Business Enterprise Name	Address	Contact Person(s)	Telephone #	Designation Code

**Statement of Intent**

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the Lancaster County School District's goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically the District seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity. We certify that the representations contained in the Minority/Women Business Enterprise (M/WBE) Utilization Report, which we have submitted with this solicitation, are true and correct as of this date. We commit to undertake this contract with the Minority/Women Business utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Women Business Enterprise Program in the performance of this contract.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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