Midlands Stem Charter School OFFICE OF FOOD SERVICES	Solicitation Type: Solicitation Number: Solicitation Issue Date:	INVITATION FOR BID (IFB) **B0002526 (2026-001)** 07/15/26
Mailing & Physical Address: Phone: E-Mail Address:	SFA Child Nutrition Manager Lillie Mozie 854 US Hwy 321 Bus S, Winnsboro SC, 29180 (803) 815-1524 lmozie@midlandsstem.org	SFA Procurement Officer: Louise Cathcart 854 US Hwy 321 Bus S, Winnsboro, S.C. 29180 (803) 815-1524 lcathcart@midlandsstem.org

DESCRIPTION: Contract to purchase perishable and non-perishable food products, as well as paper and related products. **CONTRACT PERIOD: August 01, 2026 – July 31, 2027**
USING GOVERNMENTAL SCHOOL FOOD AUTHORITY (SFA): Midlands Stem Charter School. *The Term "Offer" Means Your "Bid" or "Proposal".*

SUBMIT OFFER BY 07/29/2026 10:00 am (Local Time) (See "Deadline for "Submission of Offer" provision) **QUESTIONS MUST BE RECEIVED BY 7/22/2026 5:00 pm.** (Local Time) (See "Questions From Offerors" provision) **SUBMIT QUESTIONS TO: Louise Cathcart, Director of Operations**
EMAIL: lcathcart@midlandsstem.org Phone: (803) 815-1524
NUMBER OF COPIES TO BE SUBMITTED: SEE PAGE 3

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior OFFERS SHALL BE HAND DELIVERED & SUBMITTED IN A SEALED PACKAGE TO THE FOLLOWING ADDRESS BELOW:

PHYSICAL ADDRESS SEALED BID OPENING: 854 US Hwy 321 Business South, Winnsboro, S.C. 29180

See "Submitting Your Offer" provision.

CONFERENCE TYPE: **Non-Mandatory Pre-Bid Conference DATE & TIME**: **7/22/2026 10:00 am.**	**LOCATIO**N: Virtual Meeting Online Please email lcathcart@midlandsstem.org for zoom link.

AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following address: https://www.midlandsstem.org/food-services

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 ninety (90) calendar days after the Opening Date. (See "Signing Your Offer" provisions)

NAME OF OFFEROR (Full legal name of business submitting the offer)	OFFEROR'S TYPE OF ENTITY: (Check one) Sole Proprietorship Partnership Corporation (tax-exempt) Corporate entity (not tax-exempt)
AUTHORIZED SIGNATURE (A person signing **must** be authorized to submit a binding offer to enter a contract on behalf of the Offeror named above.)	

TITLE (Business title of person signing above)		Government entity (federal, state, or local) Other _____ (See "Signing Your Offer" provision.)
PRINTED NAME (Printed name of person signing above)	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.e.*, a separate corporation, partnership, sole proprietorship, etc.

STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO. (See "Taxpayer Identification Number" provision)

(Return Page One 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.)	**ORDER ADDRESS** (Address to which purchase orders will be sent) (See "Contract Documents" clauses)			
	Order E-Mail Address:			
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: Offerors acknowledge 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

Please answer the following questions for reporting purposes only:

Are you certified as a MOB/WOB (minority-owned business/woman-owned business) by the State of South Carolina? Yes No

If yes, provide certification number: . If no, would you qualify as a MOB/WOB based on the District's requirement of at least fifty-one percent (51%) ownership by a woman or person of ethnic (non-white) origin? Minority-owned Woman-owned

Are you a Non SC Certified Minority Vendor Yes No

(Return Page Two with Your Offer)

NUMBER OF COPIES

Offerors will need to follow these instructions carefully when responding to the solicitation.

At least one (1) copy of the offer should contain original signatures; that copy shall be clearly marked or differentiated from the other copies of the offer by notation in the lower left corner of the cover of each offer with the words "ORIGINAL". This signed original copy will be retained for incorporation by reference in any contract resulting from this solicitation.

Offers shall be signed by only those Company officials or agents duly authorized to sign bids/ proposals or contracts on behalf of their respective organizations. Each additional copy must be separated.

Additionally, if the offeror is submitting confidential information, one complete copy of the offer from which information has been removed must be marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media.

REQUIRED OFFEROR DOCUMENTATION:

Check all boxes:

(1) Original and (1) Copy, Solicitation Cover page ONE and TWO

(1) Original and (1) Copy, Required Offeror Documentation Checklist page

THREE (1) Original and (1) Copy, ARTICLE XII - SFA Bid Schedule

(1) Original and (1) Copy per bidding lot, Product Spreadsheets for all Bidding Lots (1) USB Flash Drive with Copies (*Excel 2019 or later version*) Copies of all Product Data Sheets & Related Documentation for "Distributor Choice" Products only

OPTIONAL OFFEROR DOCUMENTATION:

(1) Original and (1) Copy, Additional Product Information and/or Descriptive

Literature **(1) Original and (1) Copy,** Other

NOTE: This form MUST be typed. If corrections are needed, cross out and initial.
DO NOT ERASE OR USE CORRECTION FLUID/TAPE

NAME OF OFFEROR (Full legal name of business submitting the offer)

AUTHORIZED SIGNATURE

(Person signing **must** be authorized to submit binding offer to enter contract on behalf of Offeror named above.) TITLE (Business title of person signing above)

PRINTED NAME (Printed name of person signing above) DATE SIGNED

(Return Page Three with Your Offer)

Solicitation Outline

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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, audiotape, 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.htlm, 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.

This institution is an equal opportunity provider.

ARTICLE I – SCOPE OF SOLICITATION AND DEFINITIONS

Acquire Supplies/Services: The purpose of this Solicitation is to establish a source or sources for the School Food Authority (SFA) referenced herein to purchase perishable and non-perishable food and supplies for the operation of USDA Child Nutrition Programs. These programs include, but are not limited to the National School Lunch Program and its related initiatives for lunch, breakfast, afterschool snacks, supper, and summer feeding activities to include Seamless Summer Option (SSO) and the Summer Food Service Program (SFSP), as well as the Fresh Fruit and Vegetable Program.

Each SFA member of the South Carolina School Food Service Purchasing Alliance, Inc. (hereafter, Alliance) is a voluntary participant. The Alliance serves as a means to consolidate bid products for the mutual benefit of the membership in the procurement of high quality foods for students at the most reasonable cost. The mission of the Alliance is to "procure the highest quality products at the lowest prices through a unique partnership that mutually benefits members and vendors while enhancing the health and academic performance of South Carolina's children". Purchase estimates of the entire Alliance membership are expected to enhance the purchasing power of all SFAs in this solicitation. Estimated quantities are not a guarantee of usage and unless otherwise specified herein, the SFA is not required to purchase products based on estimates. Estimated combined purchases of food and supplies of Alliance members exceed $80 million dollars annually.

The SFA is requesting to receive bids from a Distributor, defined as a company that is offering to provide the services of ordering, warehousing, and delivery of food and supplies for use in the SFA's Child Nutrition Programs.

Modifications to the Contracted List

During the term(s) of contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the Program. Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed 25% of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar listed in every contract and contract renewal. Such additions may be included in the awarded contract list during the contract renewal through a contract amendment, and the total value adjusted accordingly. For each contract renewal, the total actual value of the contract in the preceding year and the additions made during the contract term, will be the basis for determining the maximum dollar amount (not to exceed 25%) of additional goods that will be allowed during the next contract renewal year.

Maximum Contract Period-Estimated (Start date: August 1, 2026 End date: July 31, 2031)

Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause titled "Term of Contract – Effective Date/Initial Contract Period".

The maximum potential contract term is five years: one (1) year initial term with four (4) additional one (1) year renewal options.

Type of Contract

A Bottom-Line Firm Price Contract shall be awarded to the successful Offeror by the SFA for the initial period of August 1, 2026 until July 31, 2027 in accordance with the terms and conditions of this Solicitation.

ARTICLE II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

Definitions, Capitalizations, 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. **ALLIANCE** – means the "South Carolina School Food Service Purchasing Alliance, Inc," a 501© 3 Internal Revenue Service tax-exempt domestic public benefit corporation, as defined by the South Carolina Code of Laws (33-31-202). Pursuant to its organizational by-laws and the membership agreement with the SFA, the Alliance serves as the facilitator for the bidding process, including but not limited to the management of the pre-bid conference, bid opening and evaluation, pre-award and post award auditing processes, and the approval of product and pricing adjustments that may impact multiple Alliance members.
2. **ALLIANCE ADVISORY BOARD** – means the governing and policymaking body of the Alliance, composed of Alliance committee chairs and vice-chairs.
3. **AMENDMENT** – means a document used to supplement the original Solicitation document. 4. **APPROVED PRODUCT** – means a specific branded product that has been approved for inclusion in the Product Spreadsheet by the Alliance as the result of an evaluation and/or testing for product specifications, nutritional integrity, quality, and compliance with USDA guidelines. 5. **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.
6. **CONTRACT –** see clause entitled "Contract Documents and Order of Precedence." 7. **CONTRACTOR** – means the Offeror receiving an award as a result of this Solicitation. 8. **CONTRACT MODIFICATION** - means a written order signed by the Procurement Officer or designee, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer or designee to order without the consent of the contractor. 9. **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. 10. **FEE FOR SERVICE**: The Fee for Service is the price charged by pound, or by case, presenting a Processor's costs of ingredients (other than donated food), labor, packaging, overhead and other costs incurred in the conversion of the donated food into the specified end product.
11. **FIXED FEE –** the markup the Contractor will add to the fixed price to calculate the total sales price to the SFA.
12. **FIXED PRICE** – prices shall be based on "delivered to the Contractor's warehouse," to include transportation, costs, duties, taxes, cost of distribution, financing, profit, labor, overhead, and income that are applicable to the provision of any given product. This amount does not include the applicable fixed fee(s) bid. The quoted price minus the fixed fee shall become the cost basis for any future price adjustments.
13. **F.O.B. DESTINATION**– means delivery shall be "just in time" Freight on Board to the warehouse of choice of the SFA. Delivery charges or fees, if any, shall be included in the bid price. No charges shall be noted on the invoice for delivery or handling. Any claim for loss or damages shall be between the Contractor and carrier.
14. **MANUFACTURER –** means a company offering to provide pricing for preapproved product(s) listed on the Alliance Product Spreadsheet, as well as to furnish the products to all distributors awarded a contract by an individual Alliance member.
15. **MANUFACTURER CONFIRMATION –** means a price submitted by a company with an authorized signature received on company letterhead or comparable electronic documentation stating that the

pricing is specifically for the South Carolina School Food Service Purchasing Alliance, Inc. for a specific period of time.

16. **NET OFF INVOICE (NOI) –** when the processor sells finished product containing USDA commodities to a distributor at a gross price and the distributor sells that product to an eligible SFA as the commercial price minus the value assigned to the commodities contained in the case as a net price.
17. **OFFER** – means the bid or proposal submitted in response to this Solicitation. The terms "Bid" and "Proposal" may be used interchangeably with the term "Offer."
18. **OFFEROR** – means the single legal entity submitting the offer. An offer may be made by only one legal entity. "Joint bids" are not allowed. The term "Bidder" may be used interchangeably with the term "Offeror."
19. **PROCUREMENT OFFICER** – means the person, or his successor, identified as such on the Cover Page.
20. **PRODUCT SPREADSHEET** – means the Excel spreadsheet produced by the Alliance that contains the list of line items with product specifications and Approved Products, to include code numbers, pack sizes,

and other identifying information. This document is used by the SFA secondary to this Solicitation to identify projected quantities, as well as provide information for additional items as specified herein. This document is then used by an Offeror to identify which Approved Products have been selected for inclusion in an Offer, as well as show line item pricing and fixed fees. The document also provides a calculation of the total bottom line value of an Offer.

21. **REBATE (DIRECT REFUND)**: means the selling of a finished product by a commercial food processor, directly to the school food authority (SFA). Under this value pass-through system, the processor invoices the SFA directly for the commercial/gross case price of the end product. The SFA must then submit a refund application to the processor.
22. **SFA** – means "School Food Authority" as the political subdivision or non-profit legal entity (public school district, public charter school, private/parochial school, residential child care institution, etc.) participating in one or more of the USDA Child Nutrition Programs.
23. **SCHOOL** – means the actual delivery and/or serving location(s) within the SFA. The terms "Site" and/or "Location" may be used interchangeably with the term "School."
24. **SOLICITATION** – means this document, including all parts, attachments, and amendments. 25. **SUBCONTRACTOR** – means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.
26. **USDA** – is the United States Department of Agriculture.
27. **WORK** – means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations under the Contract.
28. **YOU AND YOUR** – means Offeror.

Additional Information: The Offeror may provide additional information (such as additional product information and/or descriptive literature) as part of an attachment to any Offer and notated in Article XIII. – SFA PROFILE. If provided, such information shall be enclosed with the sealed Offer and properly identified with the Offeror's name.

Additional Products: The SFA reserves the right to purchase products that are not specified on the Alliance Product Spreadsheets regularly stocked by the awarded Contractor or specially ordered, at a fixed price – (fixed price plus the applicable fixed fee for Lots A & B). It is the responsibility of the SFA to include proper specifications and/or other identifying information as may be appropriate, including but not limited to brand name, quality grade designation, product code, and pack size, as well as whether Distributor Choice, vendor label and/or, exclusive brands may be used to satisfy the specification. Based on the specifications developed by the SFA, the Contractor shall procure the additional products on behalf of the SFA.

With the exception of stock items, the SFA shall be required to purchase the entire quantity of any additional products pursuant to this section. The SFA shall notify the Contractor at least four (4) weeks in advance for those

items. The SFA must follow federal, state, and/or local procurement policies, whichever is determined to be more stringent, in procuring additional products. In addition, the price charged by the Contractor shall be determined by the SFA to be competitive and fair. Additional products are subject to audit by the Alliance and/or SFA in accordance with audit procedures contained herein.

Additional Provisions: Subject to advance review by the Alliance, the SFA reserves the right to add and/or modify any provisions to this Solicitation that are specific to the SFA. Said provisions shall be provided in writing (either as part of the Solicitation or as a subsequent amendment) and shall become part of any Contract.

An Offeror may submit proposed additions and/or modifications to the provisions of this Solicitation via a written request to the Alliance prior to the conclusion of the Pre-Bid Conference. If approved, said provisions shall be provided in writing (either as part of the Solicitation or as a subsequent amendment) and shall become part of any Contract.

Amendments to Solicitation: The Solicitation may be amended at any time by the Alliance and/or SFA prior to opening. The Offeror shall acknowledge receipt of any amendment(s) to this Solicitation by including the number **and date** of all amendment(s) received **in the space provided for this purpose on Page Two**. Any amendment(s) shall become a binding part of this Solicitation and subsequent Contract. If the Solicitation is amended, then all terms and conditions which are not modified remain unchanged.

With regard to any amendment(s) made by the SFA, the Alliance will make all reasonable efforts to ensure conformity with the relevant portions of the Solicitation. However, the Alliance shall assume no responsibility for any ambiguity, contradictory verbiage, errors, and/or omissions associated with any SFA amendment(s). The SFA shall be responsible for ensuring it has a clear understanding of the Solicitation document in its entirety, including any amendment(s). Further, the SFA shall assume all responsibility for the accuracy of any local amendment(s), as well as any subsequent interpretation and/or application therein.

Availability of Alliance Pricing: It is the intent of this Solicitation that the Offeror shall seek the best pricing for the longest lock-in period from manufacturers and packers in obtaining products that meet all specifications. In satisfying this intent, all pricing shall be solicited specifically for the Alliance unless a more cost-efficient option is available. Further, consistent pricing shall be offered to all Alliance members.

Alliance members are the largest volume purchaser of foods for Child Nutrition Programs in South Carolina and bid pricing is expected to reflect that volume. If a manufacturer offers a Child Nutrition Program food buying group within South Carolina a lower price for the same awarded contract product(s), the manufacturer shall notify the Alliance and match that lower pricing.

In addition, the Offeror shall ensure that any pricing specifically obtained for the Alliance is not transferrable to other entities in South Carolina that are not currently associated with the Alliance without the express written approval of the Alliance Advisory Board.

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 is Offer to Contract: By submitting your bid, you are offering to enter into a contract with the SFA. Without further action by either party, a binding contract shall result upon final award. 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 in English and Dollars: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. Any mathematical calculation that involves decimals shall be carried only two (2) places.

Bid Opening: The sealed bid opening will be held on 7/30/2026 at 9:00 am (local time) in the Conference Room at Midlands Stem Charter School, Winnsboro, SC **Offers shall be hand-submitted.** Attendance at the conference shall be evidenced by the representative's signature on the attendance roster.

Pursuant to this section and the Required Offeror Documentation on Page 3, Offers shall be presented in hard copy format, signed, sealed, and in duplication as specified. The Offeror shall provide (within the sealed envelope) one (1) USB portable flash drive containing electronic copies (Excel 2007 or later version) of all Product Spreadsheets, as well as copies of all product data sheets and related documentation for "Distributor Choice" products. The Offeror name, SFA name, solicitation number, and opening date shall be noted on the face of the envelope. Facsimile or e-mail transmittals shall not be accepted.

By submission of an Offer, the Offeror guarantees that all goods and services meet the requirements of the Solicitation during the Contract period.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): By submitting an Offer, the Offeror acknowledges, to the best of its knowledge and belief, that the Offeror and/or any of its Principals applying or bidding for an award of $100,000 or more are certifying that they 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. However, Offeror and/or any of its principals must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded to the non-Federal award.

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

(a) By submitting an Offer, the Offeror certifies that –

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

(2) The prices in this Offer have not been or shall not knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening or Contract award unless otherwise required by law; and

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

(b) Each signature on an Offer is considered to be a certification that the signatory – (1) Is the person in the Offeror's organization responsible for determining the prices? contained in this Offer, and that the signatory has not participated in any action contrary to paragraphs (a) (1) through (a) (3) of this certification; or

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

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and shall 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 shall furnish with its Offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

Certification Regarding Debarment and Other Responsibility Matters: (a) (1) By submitting an Offer, the 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 (3) 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), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement 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 an 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 State, 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 associated regulations are available at: http://www.scstatehouse.gov/coderegs/statmast.php.

Completion of Forms/Correction of Errors: Unless otherwise specified herein, all prices and notations shall be printed in ink or typewritten. Errors shall be crossed out, corrections entered, and initiated by the person signing the Offer. Erasures or use of correction fluid/tape shall be cause for rejection. Do not modify the Solicitation itself, including the SFA Bid Schedule.

Offers submitted on company-produced forms may be accepted only if the company-produced forms are consistent with the Solicitation format and contain all required information for award determination. **No additional terms and conditions may be added to this solicitation.**

Deadline for Submission of Offer: Any offer received after the Procurement Officer or his designee has declared that the time set for opening has arrived, shall be rejected.

Designation of Offeror Representative for Solicitation: Unless otherwise specified, the primary Offeror point of contact for this Solicitation shall be the Offeror's official representative, as designated at the Pre-Bid Conference. The Offeror shall assume all responsibility for communication within its organization, as well as with associated vendors.

Designation of SFA Representative for Solicitation: Unless otherwise specified, the primary SFA point of contact for this Solicitation shall be the SFA's Procurement Officer or designee. There shall be no contact with staff at individual schools at any point during the Solicitation process without the prior permission of the SFA.

Disclosure of Conflicts of Interest or Unfair Competitive Advantage: You warrant and represent 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. The two underlying principles are (a) preventing the existence of conflicting roles

that might bias a contractor's judgement, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the SFA may withhold the award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your Offer identifies any services that relate to either this solicitation or the work that has already been performed by you, a proposed subcontractor, or an affiliated business of either.

Drug Free Work Place Certification: By submitting an Offer, Offeror 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: The 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. The Offeror is expected to examine the Solicitation thoroughly and should request an explanation of any possible ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. The Offeror assumes responsibility for any patent ambiguity in the Solicitation that the Offeror does not bring to the SFA's attention.

The Offeror shall fully acquaint himself with conditions relating to the scope of and restrictions to the execution of the work under the conditions of this Solicitation. It is expected that this may require on-site observation. The failure or omission of the Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Solicitation or a subsequent Contract.

Errors and Omissions: The Offeror has all responsibility for the accuracy and completeness of all unit prices, fees, extensions, and other required information. An Offer shall not be altered or amended after the bid opening takes place. Unit prices shall govern over price extensions unless otherwise stated. Errors in price extensions on the Product Spreadsheet shall be corrected and reported by the SFA as part of the bid evaluation process.

If a line item has been completely vacated of all approved products after the SFA entered a projected quantity, the Offeror shall notify the Alliance and SFA as referenced herein. Further, the Offeror shall make no entry for that line item on the Product Spreadsheet. Said line item shall be excluded from the bid evaluation process for ALL offerors.

Unless otherwise documented by the Offeror as referenced above, incomplete responses, format changes, formula changes, missing pages, and/or blank data fields on the Product Spreadsheet, shall constitute a nonresponsive Offer and result in the automatic rejection of an Offer. Other errors and exceptions in specific line items shall be excluded from the bid evaluation process for **ALL** bidders for evaluation purposes only. However, the SFA reserves the right to reject an Offer if it cannot be objectively evaluated and compared against other offers as the result of multiple errors and exceptions.

Estimated Quantities: The total quantities shown herein are estimated requirements for the initial Contract period. Except as otherwise specified herein for non-stock Additional Products, the SFA does not obligate itself to purchase the full quantities indicated, but the price offered shall be allowed should the quantities be less. The SFA requirements may exceed the quantities shown and all orders received by the Contractor during the term of the Contract shall be filled in accordance with the terms and conditions contained herein.

The quantities stated herein are based on actual historical data derived from prior purchases for the SFA during the preceding twelve (12) month period, as well as usage projections during the Contract period based on current state and federal regulations, anticipated menus, student participation levels, and the availability of USDA commodities.

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 contractors to candidates who participated in awarding a contract. The SFA 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.

False Claims: According to the South Carolina Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written statement 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.

Illegal Immigration: (An overview is available at www.procurement.sc.gov) By signing the Offer, the Offeror certifies that it will comply with the applicable requirements of the South Carolina Code of Laws Title 8,

Chapter 14 and agree to provide to the SFA upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Offeror and its subcontractors or sub-subcontractors; or (b) that the Offeror and its 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." The Offeror agrees to include in any contracts with subcontractors language requiring subcontractors to (a) comply with the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Inclusion of Unapproved Products: An Offer shall be based on the provision of Approved Products as contained in the Product Spreadsheet. The submission of unauthorized substitutes or replacement products shall be excluded from consideration in the bid evaluation process and may constitute grounds for an Offer to be rejected.

Minority Participation: Refer to Page Two of solicitation.

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

Offeror Qualifications: The Offeror shall, upon request of the SFA, furnish satisfactory evidence of its ability to meet all contractual requirements contained in this Solicitation. The SFA reserves the right to make the final determination as to the Offeror's ability to provide the products requested herein.

Omit Taxes from Price: Do not include any sales or use taxes in the price that the SFA 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 of Laws, Section 11-35-5300.

Price Reasonableness: Any Offer may be rejected if the SFA determines in writing that it is unreasonable as to price.

Procurement Code of Conduct: The SFA acknowledges their responsibility under 2 CFR 200.318 (c) (1) to establish and enforce a local written policy to address the conduct of SFA employees with regard to SFA procurement transactions. This code of conduct must prohibit employees from soliciting gifts, travel packages, and other incentives from prospective offerors and/or contractors. In addition, the code of conduct must prohibit an employee from participating in the selection, award, and administration of any contract to which an entity or certain persons connected to them, have financial interest. The code of conduct must also provide for the SFA to set standards when financial interest is not substantial or the gift is an unsolicited item of nominal value and

may be acceptable. Finally, the code of conduct must provide for disciplinary actions to be applied in the event the standards are violated.

Pursuant to the South Carolina Code of Laws, Section 8-13-700 et seq., a public official, public member, or public employee may not have an economic interest in a contract with the state or its political subdivisions if the public official, public member, or public employee is authorized to perform an official function (including writing or preparing the contract, accepting bids, and awarding of the contracts) relating to a contract. Any employee or official of the SFA, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, to, or from any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the SFA shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine

in accord with state and/or federal laws.

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.

Product Spreadsheets: The Alliance Excel Product Spreadsheets for Lots A and B (as completed by the SFA and provided after the pre-bid conference) shall be used to respond to this Solicitation and shall be completed in their entirety for all products in any lot that the Offeror is seeking consideration of an award. Unless otherwise specified in this Solicitation, failure to bid on all items within a lot shall be considered grounds for rejection.

The Alliance shall continuously accept written updates and supporting documentation to Product Spreadsheets regarding changes in product and/or pricing availability, reformulations, codes, pack sizes, and other pertinent information. The Alliance shall compile and disseminate this information, as appropriate.

From the SFA's transmittal of completed Product Spreadsheets to the Offeror until the Bid Opening, the Offeror shall also assume the additional responsibility for documenting all known changes in product and/or pricing availability, reformulations, codes, pack sizes, and other pertinent information.

After the bid opening, changes in product and/or pricing availability, reformulations, codes, pack sizes, and other pertinent information shall not be considered for purposes of the bid evaluation process.

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 SFA 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 or their designee.

(b) You are advised to familiarize yourself with South Carolina Code of Laws, 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 SFA during the period beginning eighteen months prior to the Opening Date.

Protests: Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall submit notice of your intent to protest within seven (7) days of the date notification of award is posted as required by the applicable SFA procurement code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

Any protest must be addressed to the School Food Authority's Chief Procurement Officer or designee in writing by email or post delivery to the address listed on Page 1 of the Cover Page within the time provided. A copy must also be sent to the Executive Director of the Alliance.

Public Opening: Offers will be publicly opened at the date, time, and 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, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Director of Operations, Louise Cathcart, **4/30/2026 at 5:00 pm**. Label any communication regarding your questions to Louise Cathcart along with the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all prospective offerors as an Amendment to the solicitation, if the 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." **The identity of the inquirer will not be identified in the answer to a question.** (b) The SFA seeks to permit maximum practical competition.

Rejection/Cancellation: The SFA may cancel this Solicitation in whole or in part. The SFA may reject any and all Offers in whole or in part.

Responsiveness/Improper Offers: An Offer shall be deemed nonresponsive and automatically rejected for nonconformity with the material requirements of the Solicitation. Said nonconformity shall include, but is not limited to attempts to redefine existing provisions, attempts to impose additional provisions, and/or situations where the total possible cost to the SFA cannot be determined. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the SFA.

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 the 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 Offeror 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 in the name of a joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offeror 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.

Standards for Approved Products: The inclusion of an Approved Product in a Product Spreadsheet is predicated on its specifications, nutritional integrity, quality, and compliance with USDA guidelines, as well as universal availability (regardless of minimum case counts, proprietary sales and distribution agreements, "no stock" situations, etc.) to ensure maximum competition.

In addition, the inclusion of an Approved Product in a Product Spreadsheet serves as the Alliance's authorization for any Offeror to request pricing for purposes of this Solicitation.

Any adverse situation arising out of this Solicitation related to this section shall be subject to review by the Alliance Advisory Board and could result in an Approved Product being removed from the Product Spreadsheet.

Submitting Confidential Information: 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 11-35410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claimed 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 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, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.)

SUBMITTING A PAPER OFFER OR MODIFICATION: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initiated 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) Address to the Office of Procurement Services as specified in the Solicitation (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. (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.

Taxpayer Identification Number: As assigned by the Internal Revenue Service (IRS), the Offeror shall include their Taxpayer Identification Number (TIN) in the SFA Bid Schedule. Upon request, the Contractor shall provide the SFA with an IRS-approved certification form. Further, the Contractor shall immediately notify the SFA of any changes to their TIN using an IRS-approved certification form.

Unbalanced Bidding: The SFA may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items. An Offer is materially unbalanced when it is based on prices significantly less than cost for

some items and prices which are significantly overstated in relation to cost for other items, thus creating reasonable doubt that the Offer shall result in the lowest overall cost to the SFA even though it may be the low evaluated Offer.

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 S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

ARTICLE II – INSTRUCTIONS TO OFFERORS B. SPECIAL INSTRUCTIONS

Conference – Pre-Bid – Non-Mandatory: A **NON-MANDATORY** pre-bid conference for all potential offerors shall be held virtually on **7/22/2026 at 10:00 am** at Midlands Stem located at 854 US Hwy 321 Business South, Winnsboro, SC 29180. Due to the importance of all offerors having a clear understanding of the specifications and requirements for this Solicitation, a conference of potential offerors will be held. Have a copy of the solicitation with you for the meeting. Any changes resulting from this conference will be noted in a written amendment to the solicitation. **ATTENDANCE AT THIS MEETING IS ENCOURAGED, BUT SHALL NOT BE A PREREQUISITE FOR BIDDING ON THIS CONTRACT**. However, your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the SFA. The SFA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the SFA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of a Contract, unless that understanding or representation is expressly stated in a Contract All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.

Clarification: Pursuant to South Carolina Code of Laws, Section 11-35-1520(8), the SFA Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your Offer or the requirements of the solicitation. Such communication may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to this solicitation. Clarification of an Offer must be documented in writing and included with the offer. Clarifications may not be used to revise an Offer or the solicitation.

Offering by Lot: Offers may be submitted for one or more complete lots. Failure to offer all items within a lot may be a reason for rejection.

ARTICLE III SCOPE OF WORK/SPECIFICATIONS

Delivery Guidelines: Unless otherwise specified in the SFA Profile contained herein, deliveries shall be made to the school twice a week, Monday through Friday, between the hours of 6:00 am and 2:00 pm. The SFA reserves the right to require more/less than one (1) delivery per week because of site-specific volume requirements and/or facility conditions. A regular delivery schedule for each of the schools shall be established and mutually agreed upon by the SFA and the Contractor after award of the Contract. The SFA and Contractor shall mutually agree upon any subsequent changes to the schedule.

The SFA shall provide the Contractor with a copy of the SFA's operating calendar. The SFA and Contractor shall mutually agree on alternate delivery schedules to address holidays, vacations, and other scheduled closures. The SFA and Contractor shall make all reasonable efforts to provide the maximum advance notification possible in the event of weather-related closures or other unforeseen events.

Unless otherwise mutually agreed upon by the SFA and Contractor, each delivery shall be made in a single vehicle that shall adequately segregate and protect dry, chilled, and frozen products in accordance with the Contractor's Hazard Analysis Critical Control Plan (HACCP), as well as manufacturer/packer recommendations. Types of delivery vehicles used may be impacted by building construction and/or other physical conditions at individual schools.

The Contractor's drivers and helpers shall request the authorized school representative to verify the accuracy of quantities of each item, brand and code numbers of each item, and condition of merchandise. The authorized school representative shall sign each delivery ticket. Variations from the norm (i.e., shortages, damages, etc.) shall be noted on each ticket by the authorized school representative and initiated by both the driver and school receiver. The Contractor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage or failure to meet product specifications. Drivers and helpers shall deliver merchandise into designated storage areas (dry, chilled, and frozen). Drivers or helpers shall not be required to stow merchandise on shelves nor remove containers from master cases.

Transmittal of Delivery Orders: The SFA and Contractor shall mutually agree upon the method and schedule for transmittal of orders to ensure the shortest lead time possible to minimize inventory levels at schools. At a minimum, the Contractor shall provide preprinted order guides with current pricing for recording and transmitting orders. The Contractor shall also remove non-bid products from order guides.

If Internet-based or other electronic ordering systems are used, the Contractor shall provide training and technical support to SFA and school staff. The Contractor shall also block non-bid products from being available for ordering.

Utilization Reports: Unless the Contractor provides an Internet-based data portal (with appropriate operating instructions) for direct access by the SFA, utilization reports shall be issued to the SFA monthly or upon request. Upon request, utilization reports shall also be provided to the Alliance. These reports shall provide total quantity delivered per item in terms of bid units per school delivery point and a combined SFA total, as well as current pricing and fees. These reports shall be inclusive of all active products purchased, as well as any products purchased but no longer available. Utilization reports shall be provided within fifteen (15) calendar days after the end of a month. Payments for the month prior to the due dates for the utilization reports may be withheld at the discretion of the SFA until utilization reports are provided.

Warehouse Facilities and Equipment: The Contractor shall have adequate warehouse space to store and deliver dry, chilled, and frozen products. Warehouse facilities and equipment shall be maintained in accordance with the Contractor's Hazard Analysis Critical Control Plan (HACCP) to ensure optimum levels of safety and quality. The Contractor shall be liable for the safety and quality of products and packaging materials. The Alliance, SFA, and/or school officials may upon reasonable written notice to the Contractor's servicing distribution center inspect Contractor's warehouse facilities and delivery vehicles.

ARTICLE IV: QUALIFICATIONS

Qualification of Offer: (1) To be eligible for award, an Offeror must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. The SFA may also consider a documented commitment from a satisfactory source that will provide proof of capability. The SFA may consider information from any source at any time prior to award. The SFA 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) An Offeror must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.

The SFA reserves the right to make the final determination as to the Offeror's ability to provide the products requested herein.

ARTICLE V: PRODUCT SPECIFICATIONS

Distributor Choice: Where the term "Distributor Choice" appears in the approved product column, the Offeror may bid any vendor brand, exclusive brand, and/or private or packer label brand. For canned and frozen fruits and vegetables, the Offeror shall bid the appropriate label for the grade and/or quality specified. For other items where grade and/or quality are not specified, the Offeror shall bid Grade A Premium labels or specifications as stated only. The actual product brand and code number shall be specified on the appropriate Product Spreadsheet. The Offeror shall provide a flash drive containing the Product Data Sheet and related documentation. Documentation shall include but is not limited to ingredients, allergens, nutrition information statements, product codes, pack sizes, and preparation instructions.

All Other Products: Product specifications for all other products not otherwise referenced herein shall have a manufacturer's name and product number in the approved product column. The Offeror shall only bid on those products that are preapproved.

Product Protection Guarantees: The SFA shall have automatic product protection recourse against suppliers for products that are misrepresented. Federal regulations dictate that the supplier whose name and address appear on the package is the responsible party. The Contractor shall take immediate action to correct any situation in which product integrity is violated.

All food products supplied by the Contractor shall comply with Standards of Identity, Quality and Fill as described in 21 CFR Part 100 of the Food, Drug, and Cosmetic Act regulations.

Terms of Reference Specific to Product Identification:

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

Wieners:
Formula A – beef and pork (in any combination)
Formula B – beef and pork (beef is predominant)
Formula C – pork and beef (pork is predominant)
Formula D – beef
No product containing dry milk solids shall be approved.

Bologna:
Formula A – beef and pork (in any combination)
Formula B – beef and pork (beef is predominant)
Formula C – pork and beef (pork is predominant)

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

B. **Vegetable Protein Products (VPP):** The initials VPP are used herein to refer to Textured Vegetable Protein. The ratio of meat to VPP is referred to as percent meat (fresh) with VPP, rather than percent VPP, because the industry is to use this more accurate description. Items that contain VPP shall carry on the main face of the label the following statement; "This item contains Vegetable Protein Product(s) which are authorized as an alternate food in the "Child Nutrition Programs." If a product has a CN label, then the VPP Statement is not required.

C. **Breading of Meat and Poultry Products:** Identifications as listed for meat and poultry require twenty-five percent (25%) breading at time of pack. Federal regulations require that breading (for meat and poultry) cannot exceed thirty percent (30%) without modifying the name of the product.

Packers of breaded meat and poultry products normally shall certify that breading at time of pack shall range between twenty-four percent (24%) and twenty-eight (28%). Thus, twenty-five (25%) means "normal." The Contractor is required to furnish dated certificates from packers showing the packer's specifications on range of breading. If a product has a CN label, then a breading certificate is not required.

D. **Fish Inspection and Grading:** Fish as identified herein shall bear the PUFI (packed under Federal Inspection) Shield or USDC Grade Shield.

E. **IQF:** The term "Individually Quick Frozen" (IQF) means that the parts can be removed individually from packages. The term "quick" means frozen "at the time" in a freezer tunnel, whether by air blast, nitrogen, or carbon dioxide.

F. **CN Label:** When a product is CN (Child Nutrition) labeled, it is "certified" by the packer to conform to the nutritional requirements of the USDA Food and Nutrition Service (FNS). The label shows the contribution (s) made by a given amount of product toward meal requirements.

G. **Grades:** The grades specified herein for fruits, juices and vegetables refer to "Packer Grades" except as specifically indicated otherwise. Packer grades, offered by major buying groups, have proven reliable over the years in that these groups utilize USDA standards.

H. **Standards of Identity:** All products shall conform to U.S. minimum standards requirements. If not, the supplier (packer) is in violation of the Contract, but also with guidelines established by the Food and Drug Administration and/or Federal Trade Commission.

I. **Standards-of-Fill Specifications for Canned Foods:** Pursuant to Section 401 of the Federal Food, Drug, and Cosmetic Act and related provisions in 21 CFR Part 100, all canned foods shall be in compliance with Net Container Quantity, Fill-of-Containers, and Drained Weights guidelines.

With regard to Drained Weights, the following additional specifications apply:

1. Except for whole tomatoes, drained weight is not a factor of USDA grade; and

2. USDA Child Nutrition Program standards indicate recommended drained weights for certain items, in which case these standards supersede those referenced above.

Unacceptable Brands: The SFA may specifically designate any brand as unacceptable even if blanket approval is implied. This is done by stating that “X” brand is unacceptable.

ARTICLE VI – PRICING SPECIFICATIONS

Definition of Fixed Price: Prices shall be based on "delivered to the Contractor's warehouse," to include transportation costs, duties, taxes, and fees directly associated with the inbound shipment of products to the Contractor's distribution center. This amount does not include the applicable fixed fee(s) bid. The quoted price minus the fixed fee shall become the cost basis for any future price adjustments.

Distributor Obtained Bid Pricing: Bid pricing identified in this bid to be sought by the Distributor, must be solicited specifically on the behalf of, and with the estimated usage of the Alliance members. Distributors will ensure volume manufacturer pricing offered to the Alliance members under this Contract is not transferable to non-member Alliance members.

Distributor Manufactured Items: All items that shall be purchased in this manner (to include private label, packer label, vendor brand, and exclusive brands) shall be identified as Distributor Choice. The price charged shall be based on a manufacturer's confirmation statement or invoice. Documentation shall be made available upon request.

Fixed Pricing Required: Any pricing provided by the contractor shall include all costs for performing work associated with the price. Except as otherwise provided in this solicitation, contractor's price for select products in the seventeen categories; Beef, Chicken, Fish, Frozen Potatoes, Pizza, Pork, Frozen Entrees, Franks and Corn Dogs, Beverages, Breakfast, Frozen Bread, Fruits, Shelf Stable Vegetables, Dairy and Yogurt, Eggs, Condiments Portion Control, and Smart Snacks shall be fixed for the duration of this initial contract period. This clause does not prohibit contractors from offering lower pricing after award.

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

Other Uses of Contract Pricing: The Contract shall not be used to purchase any products for use in SFA and/or school activities not related to USDA Child Nutrition Programs, including but not limited to catering and vending enterprises, fundraisers, and/or extra-curricular organizations. As required by USDA guidelines, the SFA shall create and maintain a separate accounting process for the management of these transactions, to include the collection and/or payment of sales and use taxes, as may be appropriate. This section does not restrict or prohibit the Contractor and SFA from having other business relationships outside the course and scope of this Contract.

Source Documentation: Except as may be otherwise specified herein for fresh produce and fresh eggs, the price minus fixed fee shall be based upon an invoice or manufacturer's confirmation (for bid pricing received, but not yet purchased) dated no more than one (1) month prior to the bid opening or cost update to the SFA.

Uniform Pricing for an Approved Product with Multiple Flavor Profiles: If an Approved Product with multiple flavor profiles on the same line item is being quoted, the Offeror shall provide the same price across all flavor profiles.

Unit Prices Required: Unit prices shall be shown for each line item.

Waiver/Reduction of Fixed Fees: Nothing in this Solicitation shall prohibit or restrict the Offeror from waiving any or all fixed fees in an Offer. However, said waiver shall be applicable for the duration of the Contract and any subsequent renewals. Nothing in this Solicitation shall prohibit or restrict the Contractor from waiving or reducing fees after an award.

ARTICLE VII – PRICING METHOD

Fresh Produce and Fresh Eggs: The price shall be based upon an invoice or manufacturer's confirmation (for bid pricing received) dated for the week of **05/11/2026**.

Prices for Produce Split Cases: If a SFA requests produce products to be split, the following formula will be used to establish prices:

Bid Price + Fixed Fee ÷ Requested Case Split + $1.50 = Unit Cost

Example: Lettuce (24 ct.)

($10.00 + $1.00) $11.00 ÷ ½ case (2) $5.50 + $1.50 = $7.00 (total cost for 12 ct. lettuce)

When SFA requests produce to be split, the produce shall be packaged in industry packaging designed to safely ship and store fresh produce.

From the date of award, the Contractor may request price adjustments based on changes in market conditions on a monthly basis for the duration of the Contract for fresh produce and eggs only. Price adjustments for fresh produce and eggs shall be submitted to the SFA and to the Executive Director of the South Carolina School Food Service Purchasing Alliance, Inc. at executdir@scpurchasingalliance.org on a revised order form/price list. Each submission shall be made no later than no later than the last Wednesday of the preceding month to take effect the first Monday of the following month. Fixed fees shall remain firm for the duration of the Contract.

Manufacturer Specific and Commodity Processed Products Prices: Prices for manufacturer specific products and Commodity Processed Products listed in the Product Spreadsheet in the following categories only Beef, Chicken, Fish, Frozen Potatoes, Pizza, Pork, Frozen Entrees, Franks and Corn Dogs, Beverages, Breakfast, Frozen Bread, Fruits, Shelf Stable Vegetables, Dairy and Yogurt, Eggs, Condiments Portion Control, Smart Snacks and Groceries shall remain firm from August 1, 2026 – July 31, 2027.

The use of a manufacturer's confirmation shall require an authorized signature on company letterhead or comparable electronic mail documentation, to include a statement that the pricing is specifically for the South Carolina School Food Service Purchasing Alliance, Inc. If the confirmation identifies time and/or quantities, the fixed price may not be changed until the specified time has expired and/or specific quantities have been purchased.

In order to ensure manufacturer specific pricing received for the categories listed above is consistent for all distributors submitting offers, the manufacturer's confirmation must include the names of all full line distributors submitting offers. Documentation shall be retained by the Offeror for auditing purposes as prescribed herein. Unless otherwise specified, said documentation is not required to be submitted for manufactured specific products listed in the Product Spreadsheet in the following categories only; Beef, Chicken, Fish, Frozen Potatoes, Pizza, Pork, Frozen Entrees, Franks and Corn Dogs, Beverages, Breakfast, Frozen Bread, Fruits, Shelf Stable Vegetables, Dairy and Yogurt, Eggs, Condiments Portion Control, Smart Snacks and Groceries. The Executive Director of the South Carolina School Food Service Purchasing Alliance, Inc. may provide previously obtained manufacturer direct/commodity processing product pricing documentation from companies awarded products specified in this section to the successful bidder if requested.

Price Adjustments for Lot A with Exception of Specific Categories:: Prices for all other food and non-food items listed in the Product Spreadsheet for Lot A that are not included in the select products in the following categories of Beef, Chicken, Turkey, Fish, Frozen Potatoes, Pizza, Pork, Frozen Entrees, Franks and Corn Dogs, Beverages, Breakfast, Frozen Bread, Frozen Juice, Fruits, Shelf Stable Vegetables, Dairy and Yogurt, Eggs, Condiments Portion Control, Smart Snacks and Groceries shall remain firm until January 31, 2027. However, the Contractor may request a price adjustment based on market conditions with proper manufacturer documentation. The request for a fixed price increase must be supported by an approved source (recognized market bulletin, Consumer Price Index-Home Away From Series). Price adjustments requested shall be

submitted in writing thirty (30) days prior to February 1. The Procurement Officer or their designee may grant an 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) – Home Away from Series. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.

In lieu of using the CPI to justify the requested price increase, the Contractor may use the latest recognized market bulletin to justify the price increase request. Requests with supporting documentation for price increases shall be submitted to the SFA Food Service Director or designee and also to the Executive Director of the South Carolina School Food Service Purchasing Alliance, Inc. at director@scpurchasingalliance.org.

Firm Fixed Fee: A single firm fixed fee for all lots may be submitted. However, the Offeror may choose to bid a separate firm fixed fee for each lot. The firm fixed fee shall remain the same for the entire contract period.

Firm Fixed Fee for Additional Products: The firm fixed fee for Lot A, and Lot B submitted by the Offeror shall be binding for all additional products requested by the SFA in the appropriate lot and not included on the Product Spreadsheets submitted for the Solicitation.

Prohibition on Alternative Costing Methods: The use and/or submission of alternative costing methods as part of an Offer are prohibited.

ARTICLE VIII– BID EVALUATION

In conjunction with the Alliance, the SFA shall conduct an evaluation of all Offers for accuracy, completeness, and conformity to the specifications contained in the Solicitation. The SFA shall certify the results of the bid evaluation process prior to the issuance of any award.

By submission of an Offer, the Offeror agrees that during the period following issuance of an Offer and prior to notification of intent and/or award of contract, Offeror shall not discuss this procurement with any party except the SFA or other parties designated in this Solicitation.

The SFA reserves the right, at any time after the bid opening and prior to an award, to request from any Offeror clarification of processes or procedures, address technical questions, or to seek other information regarding the Offer. Clarifications are possible only if the Offer is apparently responsive.

This process may also be used to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of the Offeror. Any discussions shall be documented in writing and shall be included with the Offer.

Pre-Award Audit: In conjunction with the Alliance, the SFA shall coordinate and conduct a Pre-Award Audit of all offers for the benefit of the SFA and all other affected Alliance members. This audit shall be conducted as part of the bid evaluation process prior to the SFA initiating an award. All items in the Product Spreadsheet shall be subject to audit. All source documents referenced in this Solicitation, as well as any other documentation used for purposes of establishing a cost basis shall be subject to audit. Errors on the Product Spreadsheet secondary to this audit (including pricing and/or the proper crediting of any applicable rebates, bonuses, discounts, credits, promotional allowances, or other financial benefits) specifically for the SFA by manufacturers and suppliers shall be corrected and reported by the SFA as part of the bid evaluation process. The SFA reserves the right to reject an Offer secondary to adverse findings from this audit.

ARTICLE IX – AWARD CRITERIA

Applicability of Offer and Award as Contract: By submitting an Offer, the Offeror agrees to enter into a Contract with the SFA. Without further action by either party, a binding Contract shall result upon final award. An award shall be issued to, and the Contract shall be formed with, the entity identified as the Offeror herein.

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

Award Determination: The award shall be made by complete lot to the responsible and responsive Offeror with the lowest bottom-line price for **ALL** items (as designated by Lot A and Lot B) and has met the requirements as set forth in the Solicitation.

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. When only one response is received, the notice of intended award and the seven-day delay of award may be waived.

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 in 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 SFA shall be to the Procurement Director/Specialist or designee's address on the Cover Page. Either party may designate a different address for notice by giving notice in advance in accordance with this paragraph.

Right to Decline: If awarded only Lot B, an Offeror may decline their award by providing a written request of relief to the SFA within five (5) working days after the award is received from the SFA. Any award declined by an Offeror shall be awarded to the qualified Offeror with the next lowest bottom-line price.

Tie Bids: In the event of a tie on a Bid Lot, the SFA's procedure for handling tie bids will be as defined by SC Code Section 11-35-1520(9)

ARTICLE X. TERMS AND CONDITIONS – A. GENERAL

Adjustments to Purchase Volume: The SFA and Contractor shall work closely together to provide as much accuracy as possible in adjusting quantities so that the Contractor should not be left with an extreme overage or underage of products. At a minimum, the SFA shall provide the Contractor with copies of menus, as well as advance notice of menu and/or product changes.

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 state shall have no obligation to make payment to an assignee until thirty days after contract (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specified state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account

information to which payments should be made. (b) If a contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the review and approval of the Procurement Officer.

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

Billing and Payment Requirements: The Contractor shall provide the SFA with written documentation regarding its billing and payment policies, including but not limited to a discount schedule for early payment of invoices, as well as provisions for the suspension of deliveries for non-payment of invoices.

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 consisting 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. Poultry products used in production of all pre-approved products in this bid agreement shall be of domestic origin and processed in the United States.

As part of any subsequent Contract, the Contractor shall submit written documentation and obtain prior written approval from the SFA whenever there is a change in product sources that may necessitate the substitution or replacement of domestic products with non-domestic products. With regard to fresh produce, the Contractor shall include the Country/Countries of Origin on all monthly price updates. Any non-domestic products delivered to the SFA without prior written approval shall be rejected. The following products are exempt from the requirements of this section: bananas; coffee; mandarin oranges; olives; and pineapples.

Choice-of-Law: The Solicitation and any subsequent Contract shall be interpreted, construed, enforced, and governed by and under the laws of the State of South Carolina. The Contractor shall comply with the laws of the State of South Carolina regarding its ability to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the Contractor from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed Offer, the Contractor shall be subject to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising under the Contract and the performance thereof, including any questions as to liability for taxes, licenses, or fees levied by the State.

All disputes, claims or controversies relating to the Agreement shall be resolved exclusively by the appropriate SFA Procurement Officer. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United 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.

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 entity of judgement on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided 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.

Contract Documents and Order of Precedence: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by the Offeror and the SFA Procurement Officer or designee, (2) the solicitation, as amended, (3) documentation of clarifications or discussions of an offer, if applicable, (4) your offer, (5) any statement reflecting the SFA's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (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 SFA or (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 SFA. Any document signed or otherwise agreed to by persons other than the Procurement Officer or designee shall be void and of no effect.

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

Contractor Personnel Standards: Contractors are responsible for the conduct of their employees, representatives and agents and for their subcontractors' and sub-subcontractors' employees, representatives and agents. Suppliers are considered contractors, subcontractors or sub-subcontractors when the performance of their work (including deliveries) is conducted on SFA property. All such businesses/individuals shall comply with the following:

1. No drugs, alcohol, tobacco products, knives, firearms or other weapons on SFA property.

2. No fraternizing with, threats to, use of abusive or profane language, improper actions with students and staff or improper attire while on SFA property or adjacent thereto.
3. Take all necessary precautions to ensure the safety of children and employees when performing contracted work or making/accepting deliveries on SFA property.
4. Secure SLED (State Law Enforcement Division) and applicable National criminal background checks on every employee, representative and agent performing work, making deliveries or in any other way conducting business on SFA property. Ensure that no person having been convicted of violent crimes, crimes against children, illegal drug distribution, or other crimes of moral turpitude is assigned or performs work on SFA property. SLED background checks shall be maintained on file by the Contractor.
5. Not employ or contract with, during the performance of the contract, any illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as may be amended. 6. Not violate the provisions of the South Carolina Illegal Immigration Reform Act, as may be amended, beginning January 1, 2009, and abide by this Act regardless of the number of employees employed. Participation in E-Verify through the Dept. of Homeland Security is required by the SFA regardless of the number of employees you employ.
7. Provide picture ID badges for all persons performing work on SFA property and ensure they are worn at all times. The ID shall include the name of the individual, his/her picture and the name of their employer.

Contractors are to ensure that their subcontractors, sub-subcontractors, as well as suppliers who meet the "contractor, subcontractor or sub-subcontractor" definition above are advised of these requirements and comply

with them. These are mandatory conditions for doing business (whether directly or indirectly) with the SFA. The SFA, at its discretion, may perform random compliance checks. Any Contractor, subcontractor, sub subcontractor, or supplier found not to be in compliance with these requirements shall result in termination of any existing contract or non-award of a contract.

Customer Service and Support Functions: The Contractor shall provide a direct representative to screen and/or discuss orders with the SFA on a weekly basis. In addition, this representative shall also serve as the primary point of contact for the SFA to ensure Contractor compliance with the terms and conditions of the Contract, as well as resolve any customer service issues.

The Contractor shall also represent the interests of the SFA with all affiliated vendors on problems relating to product pack and quality, make purchases of specified items at the lowest prices, including freight, and to promote the introduction of new items.

Designation of SFA Representative for Contract Management: For purposes of managing the Contract, the primary point of contact shall be the SFA's child nutrition program director/supervisor or designee, unless otherwise specified.

Discounts for Prompt Payments: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount 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 form 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 state 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.

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 Alliance and/or SFA upon request. This documentation shall include a means for accurate and

timely communication with the SFA and Alliance, as well as specific protocols to identify and remove unsafe products from schools in an expedient, efficient, and effective manner.

Force Majeure: Force Majeure events may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, riots, war, rebellion, sabotage, quarantine, restrictions, work stoppages due to labor disputes or strikes, freight embargoes, and unusually severe weather. However, in every case, the failure to perform shall be beyond the control and without the fault or negligence of the Contractor.

The SFA and Contractor shall be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this provision. In order to seek relief due to Force Majeure, the party seeking relief shall be required to promptly notify the SFA and Alliance, citing the details of the Force Majeure event (including documentation) and request approval of the Force Majeure. The party seeking relief shall be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided that the Contract has not been

terminated in the interim.

Delay or failure of performance by either party to this Contract caused solely by the Force Majeure event shall be executed for the period of delay caused solely by the Force Majeure event, provided that the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other party resulting from delays caused solely by the Force Majeure event.
The Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. The SFA shall not be responsible for any costs incurred by the Contractor because of the Force Majeure event unless the SFA has requested in writing that the Contractor incur such costs and that the SFA has agreed in writing to incur such costs.

With regard to product price adjustments requested pursuant to this section, the following procedures shall apply:

1. The Contractor shall submit a written request to the SFA and Chairperson of the Alliance Advisory Board for review and approval at least one (1) month prior to the price adjustment taking effect for the following month. The request shall include the applicable Force Majeure cause as listed above substantiating the reason the relief is being requested;

2. In addition to the required documentation referenced in this provision, the affected product's manufacturer representative shall submit a signed statement of condition to support the request;

3. Documentation from the Contractor shall also be included to support pricing was obtained from at least two (2) other sources which would be higher than the requested increase. This could also include documentation to substantiate non-availability of the product; and

4. Failure to comply with all three (3) provisions shall automatically result in a denial of the request.

The Chairperson of the Alliance Advisory Board shall transmit a formal response to the Contractor submitting the request.

Notwithstanding any other provision of this section, in the event the Contractor's performance of its obligations under this Contract is delayed or stopped by a Force Majeure event, the SFA shall have the option to terminate the Contract. Further, this section shall not be interpreted as to limit or otherwise modify any of the SFA's rights as provided elsewhere in this Contract.

Good Agricultural Practices (GAP) Requirement: The Contractor shall ensure that all fresh produce packers and associated vendors have a verified and audited GAP program. Documentation related to this section shall be available for review by the Alliance and/or SFA upon request.

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 Alliance and/or SFA upon request.

Indemnification – Third Party Claims: 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 and 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. The 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 benefit 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 including insurance. As used in this clause, "Indemnitees" means the SFA, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents, and employees.

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

Non-Appropriations: The Contract shall be subject to cancellation without damage or further obligation when funds are not appropriated or otherwise made available to the SFA to support continuation of performance in a subsequent fiscal year or appropriated period.

Notification of Issues Regarding Contract Performance: The SFA and Contractor acknowledge their individual and collective responsibilities to promptly report and resolve any issue that may adversely impact the performance of the Contract, to include appropriate notification to the Alliance when these circumstances may potentially impact other Alliance members.

Open Trade: During the contract term, including any renewals or extensions, Contractor shall 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 of Laws Section 11-35-5300.

Post-Award Audits: In conjunction with the Alliance, the SFA shall coordinate and conduct recurring Post Award audits of the Contract for the benefit of the SFA and all other affected Alliance members. All items in the Product Spreadsheet shall be subject to audit. All source documents referenced in this Solicitation, as well as any other documentation used for purposes of establishing a cost basis and/or price adjustments shall be subject to audit. Post-Award Audit findings indicating an overcharge from pricing and/or the proper crediting of any applicable rebates, bonuses, discounts, credits, promotional allowances, or other financial benefits intended specifically for the SFA by manufacturers and suppliers shall be resolved by the Contractor via a credit memorandum to the SFA for the total value of the overcharge retroactive to the date the overcharge first occurred. Findings indicating an undercharge may be resolved by the Contractor via a request for a price adjustment as outlined in this Solicitation. The Contractor shall have no recourse regarding retroactive billing for any undercharges.

In addition to these audit activities, the SFA reserves the right and acknowledges their responsibility under USDA guidelines to conduct routine and ongoing SFA-level and school-specific audits. For fresh produce, the SFA may use the South Carolina Fresh Fruit and Vegetable Report (published by the South Carolina Department of Agriculture) or similar market bulletin as a monitoring resource for price comparisons.

Product Data Sheets and Related Information: In conjunction with the Contractor and its associated vendor partners, the Alliance shall make all reasonable efforts to collect, review, and disseminate current information on an ongoing basis for all approved products on Product Spreadsheets. The SFA shall be responsible for requesting and maintaining documentation for any additional products the SFA chooses to add to the Product Spreadsheet. Documentation shall include but is not limited to ingredients, allergens, nutrition information statements, product codes, pack sizes, and preparation instructions.

A product code change shall include manufacturer confirmation that the change is not due to a reformulation.

Product Discontinuations and Reformulations: If an approved product on the Product Spreadsheet that is being used to satisfy the Contract is discontinued or reformulated by the manufacturer, the Contractor shall provide adequate notice to the SFA and Alliance in order to make appropriate decisions for the determination and approval of a replacement product.

Unless otherwise specified by the Alliance through its product approval processes, a product reformulation may result in the removal of the affected approved product from the Product Spreadsheet.

If there are other approved products on the affected line item, the Contractor shall first price those remaining approved products and offer the best available pricing. The SFA shall accept the alternate approved product, subject to audit.

If there is no other approved product or the item is private label, the Contractor shall shop the market and offer a product of the same quality and cost as possible. In this situation, the Alliance and/or SFA reserve the right to accept or decline a replacement product.

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

In out-of-stock situations, the Contractor may deliver a product equal or superior to the out-of-stock product. The substituted product shall be delivered at a price equal to or lower than the out-of-stock product. There shall be no increase in the fixed fee for a substituted product. The SFA shall be notified at least 48 hours in advance of an out-of-stock condition, to include the transmittal of a product fact sheet and related documentation. The SFA shall approve the product being replaced within 24 hours of notification by the Contractor. The Contractor shall provide appropriate indication of a substituted product on the invoice or via separate invoice. The Contractor assumes liability for unidentified allergens related to substituted products.

If a substitute product is not approved by the SFA, the SFA shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The Contractor shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount, which would have been paid, had the product been delivered. The Contractor shall have no basis to complain that the substituted product purchased could have been purchased at a lower price.

Unauthorized substitutions and/or chronic patterns of substitutions may be considered grounds for termination of the Contract by the SFA and may constitute grounds for the rejection of future Offers submitted by the Contractor.

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

Records Retention and Access Requirements: The SFA and Contractor shall retain all books, records, and other supporting documents relative to this Contract for three (3) years after final payment. With reasonable written notice, the SFA, Alliance, independent auditors, federal and state agencies, and/or their authorized agents shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

Relationship between Alliance and SFA: The SFA is a voluntary participant in the Alliance. Unless otherwise specified herein and/or delegated in writing, all authority regarding the conduct of this Solicitation, any subsequent

award, and/or the performance of any subsequent Contract is vested solely with the SFA and pursuant to the terms and conditions contained herein and its procurement code.

The SFA acknowledges its responsibility to conduct due diligence, review all documents and templates provided by the Alliance, meet all reporting deadlines, as well as participate in bid evaluations, audits, and other required activities pursuant to this Solicitation and any subsequent Contract. With advance notice to the Alliance, the SFA may amend any document to conform to additional state and/or federal requirements. With advance notice to the Alliance, the SFA also reserves the right to amend any document to conform to additional SFA requirements, so long as said amendments do not adversely impact the Alliance and/or its membership. Any issues arising out of this section shall be resolved by the Alliance Advisory Board.

The SFA is the only legal entity authorized to bind itself with regard to this Solicitation. Any awards and/or contracts awarded as a result of this Solicitation are between the SFA and the Contractor. The Alliance is not a party to such contracts and bears no liability for any party's losses arising out of or relating in any way to the Contract.

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

Site Visits: The Alliance and/or SFA reserve the right to make site visits to Contractor's facilities prior to and after award. The purpose(s) for a site visit may include, but are not limited to:

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

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

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 and any provisions regarding warranty or audit.

Term of Contract-Effective Date/Initial Contract Period: The initial term of this Contract shall be for the one (1) year period specified herein. The SFA reserves the right to extend the contract for a period not to exceed up to four (4) additional one (1) year periods upon the mutual agreement of both parties and provided fixed fees remain the same for the extended one (1) year periods.

All Alliance members, regardless of new bid or renewal status, shall pay the same manufacturer unit price for the same item award during each contract period. The manufacturer unit price is defined as the lowest price bid by the manufacturer during the specified bidding period conducted on behalf of the SFA by the Alliance. All Alliance members with renewing contracts shall receive the new bid year pricing after the completion of the Pre-Award audits.

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

Termination for Cause: Subject to the provisions below, the Contract may be terminated for cause by the SFA. Termination by the SFA for non-performance, default, negligence, bankruptcy, or a Force Majeure event on the part of the Contractor shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. The thirty (30) calendar days advance notice requirement is waived and the default provision in this Solicitation shall apply. Any termination for cause (other than a Force Majeure event) may be considered grounds for not considering any future offers from the Contractor.

In the event of termination, the SFA reserves the right to award the canceled Contract (or any portion thereof) to the next lowest or most responsible Offeror as it deems such award to be in the best interest of the SFA.

Termination for Convenience: (1) Termination: The Procurement Officer or designee may terminate this contract in whole or in part, for the convenience of the SFA. The Procurement Officer or designee 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 or designee may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the SFA. 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 or designee may require the contractor to transfer title and deliver to the SFA in the manner and to the extent directed by the Procurement Officer or designee: (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 performance of the terminated part of this contract. The contractor, upon direction of the Procurement Officer or designee, protects and preserves property in the possession of the contractor in which the SFA has an interest. If the Procurement Officer or designee 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 SFA 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 of the South Carolina Procurement Code 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 or designee may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
(b) The Procurement Officer or designee 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 to the SFA, 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 agreements under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payment 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 SFA's right to require the termination of a subcontract, or (ii) increase the obligation of the SFA beyond what it would have been if the subcontract had contained an appropriate clause.

Termination Due to Unavailability of Funds: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation for funds thereof. 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. The 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 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 SFA does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer or designee has actual authority to waive any of the SFA's rights under this Contract. Any waiver must be in writing.

ARTICLE XI. 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 [SFA] 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 SFA 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 SFA 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, the contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

DEFAULT: (a) (1) The SFA 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 SFA'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 SFA 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 SFA 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 SFA 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 SFA may require the Contractor to transfer title and deliver to the SFA, 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 SFA has an interest.

(f) The SFA 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 SFA may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the SFA 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 SFA, be the same as if the termination had been issued for the convenience of the SFA. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the SFA, 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 SFA in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

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

(c) The SFA, and the officers, officials, employees and volunteers, 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 SFA, and the officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the SFA, or the officers, officials, employees and volunteers, 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 SFA if requested with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The SFA 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 SFA 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 SFA a waiver of any right to subrogation which any insurer of said Contractor may acquire against the SFA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SFA 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 SFA. The SFA 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 SFA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

Remedies for Non-Performance and/or Default: In cases of documented non-performance and/or default by the contractor, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best business interests of the SFA, including but not limited to the purchase of any or

all products in the open market, charging the Contractor with any additional cost. The Contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

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, 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.

ARTICLE XII – SFA BID SCHEDULE

NAME OF OFFEROR (Full legal name of business submitting the offer)
AUTHORIZED SIGNATURE (A person signing **must** be authorized to submit a binding offer to enter a contract on behalf of the Offeror named above.)
TITLE (Business title of person signing above)

PRINTED NAME (Printed name of person signing above)	DATE SIGNED
STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO. (See “Taxpayer Identification Number” provision)

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

LOT A	Description:	EXTENDED PRICE
Meats, Canned & Frozen Fruits, Juices, Vegetables, Miscellaneous Grocery Items, Special Dietary Items & All Supply Items		$

LOT B	Description:	EXTENDED PRICE
Fresh Produce & Eggs		$

NOTE: This form MUST be typed. If corrections are needed, cross out and initial. DO NOT ERASE OR USE CORRECTION FLUID/TAPE

ARTICLE XIII – SFA PROFILE

2025-2026 Annual Budget for USDA Child Nutrition Programs:
Lot A = $201,000.00
Lot B = $22,000.00

Number of Schools/Sites/Delivery Locations for March 2026: 1

Average Daily Participation for March 2026

School	Breakfast	Lunch				
Midlands Stem Charter School	84	166				

Payment Terms (*if different than monthly*): _____

Delivery Frequency and Time (*if different than weekly between 6 am-2 pm*):

Other Unique Requirements:

Additional Information:

Copy of Current Monthly Menu and/or FFVP: See Attachment A

List of Current Schools/Sites/Delivery Locations with Physical Addresses:See Attachment A

ARTICLE XIV: South Carolina School Food Services Purchasing Alliance

Declaration of Bidding School Food Authorities

Bid Period: April 13, 2026 - Apr 30, 2026

	District	Lot A	Lot B
	Midlands Stem Charter School	**X**	**X**