

**CITY OF CHESTER  
STATE OF SOUTH CAROLINA  
REQUEST FOR PROPOSAL**

**RFP NO. 2016-003**




**CITY OF CHESTER  
SC DOE SUMMER FOOD SERVICE PROGRAM  
UNITIZED MEALS**

**100 WEST END STREET  
CHESTER, SC**

**DUE: April 22, 2016 10 AM**

By responding to this Request for Proposal (RFP), Proposer agrees that s/he has read and understands all documents within this RFP package.

	<p align="center"><b>CITY OF CHESTER</b></p> <p align="center">Request for Proposals</p> <p align="center"><b>BID SUBMISSION FORM</b></p>	Solicitation Number	2016-003
		Date Issued	April 22, 2016
		Procurement Officer	Sandi Worthy
		Phone	803-581- 2123 ext. 241
		E-mail Address	sworthy@chester.sc.gov

**DESCRIPTION:** Furnish unitized meals to be served to children participating in the DOE Summer Food Service Program (SFSP) lunch and breakfast. Sample lunch/breakfast due at bid opening. Option to bid either lunch or breakfast individually or both. Bring sample of unitized meal at Bid Opening

*The Term "Offer" means your "Bid" or "Proposal".*

SUBMIT OFFER BY: April 22, 2016 10 AM      OPENING DATE: April 22, 2016 10 AM  
 AWARD DATE: April 25, 2016 at City Council Meeting at 6:30 PM

Award will be posted at the Physical Address stated following the City Council Meeting on. The award, this solicitation, and any amendments will be posted at the following web address: <http://www.cityofchester.org> and physically at 100 West End Street, Chester, SC 29706.

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

NUMBER OF COPIES TO BE SUBMITTED: **1 Original, 2 Copies**

SUBMIT THE SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS  
 City of Chester  
 Attn: Sandi Worthy  
 REFERENCE BID #2016-003  
 100 West End Street  
 Chester, SC 29706

PHYSICAL ADDRESS  
 City of Chester  
 Attn: Sandi Worthy  
 REFERENCE BID #2016-003  
 100 West End Street  
 Chester, SC 29706

CONFERENCE TYPE: <b>Mandatory: Bring Sample to Bid Opening</b>	LOCATION: <b>City Hall</b>
DATE & TIME: April 22, 10 am	<b>100 West End Street</b>
	<b>Chester, SC 29706</b>
<b>***Pre-bid Meeting is Mandatory***</b>	<b>***Pre-bid Meeting is Mandatory***</b>

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.

<b>TOTAL BID AMOUNT:</b> EXCLUSIONSAND /OR EXCEPTIONS (Continue on Page 2 if necessary):		<b>OFFEROR'S TYPE OF ENTITY:</b> (Check one)  <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporation (not tax-exempt) <input type="checkbox"/> Government entity (federal, state or local) <input type="checkbox"/> Other _____
<b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)		
<b>AUTHORIZED SIGNATURE</b> (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror.)		
<b>TITLE</b> (Business title of person signing above.)		
<b>PRINTED NAME</b> (Printed name of person signing above.)		<b>DATE SIGNED</b>
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 proprietor, etc.		
<b>STATE OF INCORPORATION</b> (If Offeror is a corporation identify the state of incorporation)		
<b>TAXPAYER IDENTIFICATION NO.</b>		<b>STATE LICENSE NO.</b>

**MUST BE SIGNED TO BE VALID**



**Page 2**  
**(Return Pages 1 & 2 with Your Offer)**

<b>HOME OFFICE ADDRESS</b> (Address for Offeror's home office / principal place of business)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)							
	Area Code	Number	Extension	Facsimile				
	E-mail Address							
<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)							
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)							
<b>ACKNOWLEDGMENT OF AMENDMENTS</b>  Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.  See "Amendments to Solicitation" Provision	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date
<b>DISCOUNT FOR PROMPT PAYMENT</b> See "Discount for Prompt Payment" clause	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)				

**REQUESTED DELIVERY DATE:** Offeror's Best Delivery: 90 days After Receipt of Contract (ARC)

**DELIVERY SCHEDULE CAN BE NEGOTIATED FOLLOWING AWARD DECISION.**

Any amendments will be emailed to all vendors attending the Mandatory Pre-Bid Meeting. The awardee will be notified by a phone call from the Buyer, followed by written confirmation of award.

**You must submit the following to be considered:**

- \_\_\_\_\_ Signed Bid Submission Form, pages 1 & 2
- \_\_\_\_\_ Statement of Qualifications (Section 2.5)
- \_\_\_\_\_ Required Documents (Section 2.6 and Special Attachments)
- \_\_\_\_\_ Detailed schedule of Work & Pricing (Section 4)

**REQUEST FOR PROPOSALS**

**CITY OF CHESTER**  
**RFP 2016-003**

**1. GENERAL SCOPE OF SOLICITATION**

Furnish unitized meals to be served to children participating in the DOE Summer Food Service Program (SFSP) lunch and breakfast. Sample lunch/breakfast due at bid opening. Option to bid either lunch or breakfast individually or both. Bring sample of unitized meal at Bid Opening

**2. INSTRUCTIONS TO OFFEROR**

**2.1. SEALED PROPOSALS** will be received at City Hall, 100 West End Street Chester, SC until **10:00 AM, April 22, 2016**. All qualified vendors are invited to submit proposals to the City of Chester for the following:

**2.2. SUBMIT** an original, complete proposal by **10:00 AM, April 22, 2016**. A company representative authorized to commit the Offeror submitting the proposal shall sign the Coversheet and provide the information requested on Page Two of the Coversheet. **The proposal will be considered invalid if no signature is provided on the Bid Submission Form.**

All proposals must be in a sealed envelope marked:

**RFP No. 2016-003**  
**SC DOC SFSP Unitized Meals**

**2.3. MANDATORY PRE-PROPOSAL CONFERENCE** – Must bring sample of unitized meal to bid opening

**2.4. LATE PROPOSALS** delivered after the time and date set **will not be accepted** and will be returned unopened to the Offeror. Offerors mailing a proposal should allow a sufficient mailing period to ensure timely receipt. The City of Chester is not responsible for proposals delayed by mail and/or delivery services for any reason. Emailed or facsimile transmissions of a proposal will not be accepted.

**2.5. STATEMENT OF QUALIFICATIONS** shall be provided by the Offeror to include the following information:

- a. Brief history of the firm including Key Personnel Qualifications and number of years of experience the firm has with projects similar to the one being proposed.
- b. Identification of any subcontractor that will perform over 10% of the project.
- c. Three references for which the Offeror has performed similar work in the last five (5) years.

To be eligible for award of a contract, an Offeror must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request by the City, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

**2.6. REQUIRED DOCUMENTS** for the Successful Offerors submitting a proposal are found in the Required Forms section. The forms include:

- i. Bid Submission Form (pages 1 & 2)
- ii. IRS Form W-9
- iii. Certificate of Insurance showing present coverage (see General Terms and Conditions)\*
- iv. City of Chester Business License\*
- v. Non-Collusion Affidavit
- vi. Ethics in Public Contracting Affidavit
- vii. Non-Resident Taxpayer Affidavit (SC Department of Revenue I-312), if applicable
- viii. Certification Regarding Debarment and Other Responsibility Matters
- ix. Bid Bond when required\*



\* The successful Offeror has FIVE (5) business days to furnish a copy to the City to continue as the successful Offeror.

**3. SCOPE OF WORK & SPECIFICATIONS**

Follow the instructions in the attached document SOUTH CAROLINA DEPARTMENT OF EDUCATION, SUMMER FOOD SERVICE PROGRAM, STANDARD INVITATION FOR BID AND CONTRACT, 2016 CONTRACT PERIOD.

**4. COST, PRICING & SCHEDULE**

Follow the instructions in the attached document SOUTH CAROLINA DEPARTMENT OF EDUCATION, SUMMER FOOD SERVICE PROGRAM, STANDARD INVITATION FOR BID AND CONTRACT, 2016 CONTRACT PERIOD.

**5. INSPECTION AND ACCEPTANCE:**

**5.1.** Follow the instructions in the attached document SOUTH CAROLINA DEPARTMENT OF EDUCATION, SUMMER FOOD SERVICE PROGRAM, STANDARD INVITATION FOR BID AND CONTRACT, 2016 CONTRACT PERIOD.

**5.2.** All delivered materials shall be to the satisfaction of the City of Chester's designated representative in accordance with the specifications.

**5.3.** Inspection of completed deliveries will be performed by the City of Chester's designated representative.

**5.4.** Acceptance of completed work will be performed by the City of Chester Contracting Officer.

**6. DELIVERIES AND PERFORMANCE:**

An award will be made to a Responsive and Responsible Offeror with the lowest overall price, cost, and other factors quality considered, at the regularly scheduled City Council Meeting on Friday, April 22, 2016. The City of Chester reserves the right to reject any and all proposals, or to choose a proposal for reasons other than low price, such as a local Offeror.

Upon receipt by the City of Chester, the proposals shall become the property of the City of Chester, without compensation to the Offeror, for disposition or usage by the City of Chester at its discretion. The City of Chester shall have the sole discretion in evaluating the proposals of the Offerors. The particulars of any qualification statements will remain confidential until a contract is signed with the successful Offeror.

**7. EVALUATION & AWARD CRITERIA**

**7.1.** An award will be made to a Responsive and Responsible Offeror with the lowest overall price, cost, and other quality factors considered, at the regularly scheduled City Council Meeting as stated on the Bid Submission Form. The City of Chester reserves the right to reject any and all proposals, or to choose a proposal for reasons other than low price, such as a local Offeror.

**7.2.** Upon receipt by the City of Chester, the proposals shall become the property of the City of Chester, without compensation to the Offeror, for disposition or usage by the City of Chester at its discretion. The City of Chester shall have the sole discretion in evaluating the proposals of the Offerors. The particulars of any qualification statements will remain confidential until a contract is signed with the successful Offeror.

**8. CONTRACT ADMINISTRATION DATA:**

**8.1.** The Contracting Officer's Technical Representative (COTR) is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the City of Chester or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

**8.2.** The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from

the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the City of Chester, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

- 8.3. On all matters that pertain to contract terms, the Contractor shall contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such request shall take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification.

Contracting City of Chester  
Officer: Sandi F. Worthy  
City Administrator  
100 West End St.  
Chester, SC 29706-1819  
Telephone: 803-581-2123 Ext 241  
Fax: 803-377-1116

Contracting City of Chester  
Officer's Technical Peggy Johnson  
Representative SFSP Director  
(COTR): Telephone: 803-235-3063

9. **BID BOND** noted in Department of Education Bid Specifications.

10. **PERFORMANCE BOND** noted in Department of Education Bid Specifications.

## 11. GENERAL TERMS AND CONDITIONS

### PUBLIC RECORD

After an award is made, copies of the proposals will be available for public inspection, under the supervision of the City's Purchasing Division from 8:00 a.m. to 5:00 p.m., Monday through Friday, at 100 West End Street Chester, SC.

### PROPRIETARY INFORMATION

The constrictors are asked for any restriction on the use of data contained in their responses and told that proprietary information will be handled in accordance with applicable laws, regulations and policies of the City of Chester South Carolina. All proprietary information shall be labeled as such in the proposal.

### BACKGROUND CHECK

The City reserves the right to conduct a background inquiry of each consultant which may include the collection of appropriate criminal history information, contractual business associates and practices, employment histories and reputation in the business community. By submitting a proposal to the City, the consultant consents to such an inquiry and agrees to make available to the City such books and records as the City deems necessary to conduct the inquiry.

### TAXES

The City of Chester pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and will issue exemption certificates as are requested. All applicable taxes should be shown as separate line items on the bid form.

### BASIS OF BID AWARD

Award of bid shall be made to the responsive and responsible bidder meeting the scope of specifications and having the lowest possible cost consistent with the quality needed for effective use and service; the following criteria will be used in making this determination:

- Adherence to the specifications
- Past Experience
- References
- Cost

### BID SUBMISSION FORM

Each bidder must submit a Bid on the forms attached. The bidder shall sign his/her bid correctly. Bids not signed will be rejected. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of bid. Corrections shall be initialed in ink by the person signing the bid.



## **RECORDS**

The consultant shall maintain accurate and detailed books, records, correspondence and accounts relating to all parts of the project. Records shall be kept in accordance with sound generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this contract. Such records shall be available during the term of the contract and for four (4) years after final payment under this contract.

## **REQUIREMENTS**

The successful consultant shall comply with all instructions and shall perform services in a manner commensurate with the highest professional standards by qualified and experienced personnel.

## **INDEPENDENT CONSULTANT**

The selected consultant shall be legally considered an independent consultant and neither the consultant nor its employees shall, under any circumstances, be considered employees of the City; and the City shall be at no time legally responsible for any negligence or other wrong doing by the consultant or its employees. The City shall not withhold from the contract payment to the consultant any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Consultant. Further, the City shall not provide to the consultant any insurance coverage or other benefits, including Workers' Compensation.

## **JURISDICTION**

This agreement shall be governed by the laws of the state of South Carolina.

## **ASSIGNMENT**

The consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without prior written consent of the City.

## **ACCEPTANCE OF PROPOSAL CONTENT**

Before submitting an offer, each respondent shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the offer will rely. If the Offeror receives an award as a result of its proposal, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the consultant for additional compensation.

## **COMPETITIVE NEGOTIATION SOLICITATION**

Negotiations shall be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations with the Offeror ranked second shall be conducted.

**BID BOND** noted in Department of Education Bid Specifications.

## **FORCE MAJEURE**

The consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the consultant, unless otherwise specified in the contract.

## **FAILURE TO ENFORCE**

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of the contract or any part or the right of the City to enforce any provision at any time in accordance with its terms.

## **FAILURE TO DELIVER**

In the event of failure of the consultant to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.



### **EMPLOYMENT DISCRIMINATION**

During the performance of the contract, the selected consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin; however, some conditions may be a bona fide occupational qualification reasonably necessary for the normal operations of the consultant. The consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

### **DETERMINATION OF RESPONSIBILITY**

The City may make such investigation as it deems necessary to determine the ability of a consultant to furnish the required services, and the consultant will furnish to the City requested information and data for this purpose. The City reserves the right to reject any consultant if the evidence submitted by or investigation of the consultant fails to satisfy the City that such consultant is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein. Consultant will fully inform themselves as to conditions, requirements, and scope and manner of services before submitting their proposal. Failure to do so will be at the consultant's own risk.

### **INDEMNIFICATION**

The selected consultant covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however, caused, resulting from, arising out of, or in any way connected to the selected consultant's negligent performance or nonperformance of the terms of the contract.

### **INSURANCE**

The consultant shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the consultant's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability. Original certificates, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful bidder.

Certificates of insurance must be included in the proposal.

- (a) Commercial General Liability: The consultant shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the consultant and against all claims resulting from damage to any property due to any act or omission of the consultant, his agents, or employees in the operation of the work or the execution of this contract. Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc., caused by the consultant's operation. The minimum shall be as follows: Bodily Injury (Injury or Accidental Death) and Property Damage ..... \$3,000,000 per occurrence

- (b) Comprehensive Automobile Liability: The consultant shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and  
Property Damage ..... \$1,000,000 Combined Single Limit

- (c) South Carolina Workers' Compensation Insurance: The consultant shall maintain Workers' Compensation Insurance for all of his employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation -	Statutory Limits
Employers Liability Insurance -	\$500,000 - Each Accident
	\$500,000 - Disease Each Employee
	\$500,000 - Disease Policy Limit

- (d) Professional Liability Insurance: If providing a professional service, the vendor shall maintain Professional Liability Insurance to cover errors, acts of omission by the vendor, its agents and representations in the performance of its obligations herein:



.....\$1,000,000 per occurrence.

Consultant shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to the City. Certificates containing wording that releases the insurance company from liability for non-notification of cancellation of the insurance policy are not acceptable.

Consultant and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the City.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

The successful consultant shall maintain the Automobile Liability and General Liability insurance, naming the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this request for bids. It shall be an affirmative obligation upon the consultant to advise the City Administrator at fax number 803-377-1116 or by e-mail within two days of the cancellation or substantive change of any insurance policy/coverage required above. Failure to do so shall be construed to be a breach of contract.

Should consultant cease to have insurance as required during any time, all work by consultant pursuant to this agreement shall cease until insurance acceptable to the City is provided.

Deductibles, Co-Insurance Penalties, & Self-Insured Retention: The consultant shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

Subconsultant's Insurance: The consultant shall agree to cause each subconsultant employed by consultant to purchase and maintain insurance of the type specified herein, unless the consultant's insurance provides coverage on behalf of the subconsultant. When requested by the City, the consultant shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subconsultant.

#### **SPECIFICATION DEVIATIONS BY THE BIDDER**

The specifications, as listed herein, represent our preference in equipment, however, the City is fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with those listed in our specifications; please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid.

Any deviation from the specifications MUST be noted in detail and submitted in writing with this Bid. Complete specifications should be attached for any substitutions offered, or when amplifications are desired or necessary. The absence of the specifications deviation statement and accompanying specifications will hold the bidder strictly accountable to the specifications as written herein. If specifications or descriptive papers are submitted with a bid, the bidder's name should be clearly shown on each document.

#### **SPECIFICATIONS CHANGES AFTER BID AWARD**

Any changes in specifications after the Purchase Order/Contract has been awarded must be with the written consent of the Purchasing Agent and given prior to any shipment.

#### **SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS**

All changes in specifications shall be in writing and furnished to ALL BIDDERS. Verbal information obtained otherwise will NOT be considered valid nor acceptable in awarding of bids.

#### **PRICING**

Unit pricing will govern over extended prices unless otherwise stated. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as



explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as subcontractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices.

#### **CASH DISCOUNTS**

Cash discounts, if allowed, should be so stated on the bid form. Prices must, however, be based upon payment in thirty (30) days. The cash discounts so stated will be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the time used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of origin. When final inspection and acceptance is at the point of destination, the date of delivery will be used.

#### **PAYMENTS**

The City does not normally make early or partial payment. Any requests for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in the bid. Such request will be given due consideration in the awarding of the bid.

#### **DETERMINATION OF RESPONSIBILITY**

The City may make such investigation as it deems necessary to determine the ability of a bidder to furnish the required services, and the bidder will furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any offer if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of a Contract, and to deliver the services contemplated herein.

Bidders will fully inform themselves as to conditions, requirements, and scope of work before submitting their bid. Failure to do so will be at the bidder's own risk.

#### **PROFESSIONAL LICENSING**

Consultant shall secure and pay for licenses and/or certificates that may be necessary for proper execution and completion of the contract and which are legally required when proposals are received or negotiations concluded.

#### **CITY BUSINESS LICENSE**

The Consultant must obtain all business license(s) required by the Chester City Code and ordinances. A Business License is not required to submit a bid. However, any firm that receives an award under this bid proposal shall be required to obtain a City Business License before work can begin. For further information on the provisions of The City Business License Regulations and their applicability to this contract, contact the Chester City Business Office at (803) 581-2123.

#### **TERMINATION FOR CONVENIENCE OR FOR CAUSE**

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines, in its sole discretion that the selected consultant is not performing as set out in the contract. Any such termination shall be effected by the delivery to the selected consultant of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

#### **COMPLIANCE WITH LAWS**

The selected consultant shall, in the performance of work under this contract, fully comply with all applicable Federal, State, County, or Municipal Laws, Rules, Regulations, or Ordinances and shall hold the City harmless from any liability resulting from failure of such compliance.



### **RIGHTS RESERVED BY CITY**

The right is reserved by the City to reject any or all proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the proposals submitted; and to award the contract based on the established criteria and according to the proposal which best serves the interest of the City.

### **NON-COLLUSION AFFIDAVIT**

As part of the Respondent's proposal, the consultant shall include the attached Non-Collusion Affidavit duly signed by a principal of the firm certifying that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers.

The City may or may not, at its discretion, accept future proposals for the same work from participants in such collusion.

### **ETHICS IN PUBLIC CONTRACTING**

To comply with the provision of Section 8-13-100 et seq., Code of Laws of South Carolina, the proposer shall certify in writing and include with its proposal that its offer was made without fraud; that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subconsultant in connection with the offer; and that it has not conferred on any public employee, public member, or public official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money services, or anything of more than nominal value.

The proposer shall certify further that no relationship exists between itself and the City, another person, or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the City.

### **NON-RESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

Nonresident proposers receiving income from business conducted in South Carolina are required to pay taxes to the state on that income. To facilitate this requirement, a nonresident proposer must register with the South Carolina Secretary of State or the South Carolina Department of Revenue. In compliance with South Carolina Code Section 12-8-540 and 12-8-550, a proposer located outside of South Carolina that receives a contract from the City, must furnish to the City Form 1-312 (Rev.10/5/07), Nonresident Taxpayer Registration Affidavit Income Tax Withholding, properly executed and signed. If your firm is not presently registered with the appropriate state office, you may indicate the intent to do so should your firm be awarded a contract. Questions concerning this form may be directed to the South Carolina Department of Revenue.

### **EMPLOYEE VERIFICATION PER THE SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

By entering into this Agreement, the Consultant hereby certifies to City that the Consultant will verify the employment status of any new employees, and require any subconsultants or subsubconsultants performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

### **NON-APPROPRIATION**

Any contract entered into by the City resulting from this RFP shall be subject to cancellation without damages or further obligation when funds are not appropriate or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

### **ATTACHMENT I (forms):**

1. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS
2. ETHICS IN PUBLIC CONTRACTING AFFIDAVIT
3. NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

**ATTACHMENT II: SOUTH CAROLINA DEPARTMENT OF EDUCATION, SUMMER FOOD SERVICE PROGRAM, STANDARD INVITATION FOR BID AND CONTRACT, 2016 CONTRACT PERIOD.**

**CERTIFICATION REGARDING DEBARMENT AND OTHER  
RESPONSIBILITY MATTERS**

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

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

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

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

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

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

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

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

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror not responsible.

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

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



## ETHICS IN PUBLIC CONTRACTING AFFIDAVIT

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says that,

- 1) He is \_\_\_\_\_ (title) of \_\_\_\_\_ (company/business),  
the Bidder that has submitted the attached Bid;
- 2) He/She is legally qualified and capable of signing this affidavit and is authorized to do  
so by Bidder;
- 3) He/She is fully informed regarding the preparation and contents of the attached Bid and  
of all pertinent circumstances respecting such Bid;
- 4) Such Bid is genuine and is made without fraud;
- 5) Neither the said Bidder, nor any of its officers, partners, owners, agents,  
representatives, employees, or parties in interest has offered or received any kickbacks  
or inducements from any Offeror, suppliers, manufacturer, or subcontractor in  
connection with the offer, and they have not conferred on any public employee, public  
member, or public official having official responsibility for this procurement or  
transaction, any payment, loan, subscription, advance, deposit of money, services, or  
anything of value as defined in Section 8-13-100 of the South Carolina Code of Laws;  
and
- 6) Furthermore, neither the Bidder, nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest has any relationship with the City,  
another person, or organization that interferes with fair competition or that constitutes a  
conflict of interest with respect to a contract with the City.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
(title)

My commission expires \_\_\_\_\_

## NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn,  
deposes and says that,

- 1) He is \_\_\_\_\_ (title) of \_\_\_\_\_ (company/business),  
the Bidder that has submitted the attached Bid;
- 2) He is fully informed respecting the preparation and contents of the attached Bid and of  
all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affidavit, has in any way colluded,  
conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or  
person to submit a collusive or sham Bid in connection with the Contract for which the  
attached Bid has been submitted or to refrain from bidding in connection with such  
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion  
or communication or conference with any other bidder, firm or person to fix the price  
or prices in the attached Bid or of any other bidder, or to secure through any other  
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of  
any other bidder, or to secure through any collusion, conspiracy, connivance or  
unlawful agreement any advantage against the City of Chester, SC or any person  
interested in the proposed contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by  
any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder  
or any of its agents, representatives, owners, employees, or parties in interest, including  
this affidavit.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
(title)

My commission expires \_\_\_\_\_



**SOUTH CAROLINA DEPARTMENT OF EDUCATION**  
**SUMMER FOOD SERVICE PROGRAM**  
**STANDARD INVITATION FOR BID AND CONTRACT**

~~2015~~ **CONTRACT PERIOD**  
**2016**

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## SUMMER FOOD SERVICE PROGRAM (SFSP)

### Section A – INVITATION FOR BID AND CONTRACT

This document contains an invitation to food service management companies to bid for the furnishing of unitized meals to be served to children participating in the Summer Food Service Program (SFSP) authorized by section 13 of the National School Lunch Act, and operated under Part 225 of the U. S. Department of Agriculture (USDA) regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the Sponsor named below. The sponsor and the FSMC will operate in accordance with current Program regulations.

**Issued By (Sponsor) :** \_\_\_\_\_ **Bid Issue Date:** \_\_\_\_\_ **Bid Number:** \_\_\_\_\_  
Page 1 of \_\_\_\_\_  
**Name** \_\_\_\_\_ **Bid Opening:** \_\_\_\_\_  
**Address** \_\_\_\_\_ **Date** \_\_\_\_\_  
**City, State, Zip** \_\_\_\_\_ **Time** \_\_\_\_\_  
**Telephone Number ( )** \_\_\_\_\_ **Location** \_\_\_\_\_

Contract Commencement Date 06/01/16 Total Estimated Amount of Bid \$ \_\_\_\_\_  
(To be inserted by the Bidder)  
Contract Expiration Date 08/12/16 Prompt Payment Discount \_\_\_\_\_ % for  
Payment within \_\_\_\_\_ days (to be inserted  
by the Bidder)

**Bid Bond Percentage Required** 10% **Performance Bond Percentage Required** 15%  
(Sponsor shall insert appropriate agency (State agency shall insert appropriate  
percentage from 5% to 10 %.) percentage from 10% to 25 %.)

Name of Bidder \_\_\_\_\_ Signature of Bidder (in ink) \_\_\_\_\_  
Street Address \_\_\_\_\_ Print of Type Name of Bidder \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Telephone Number ( ) \_\_\_\_\_

### ACCEPTANCE

Contract Number \_\_\_\_\_ Sponsor Name \_\_\_\_\_  
Date \_\_\_\_\_ Sponsor Signature \_\_\_\_\_  
Title \_\_\_\_\_

## SECTION B – CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) By submission of this offer, the offeror certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:
- (1) The prices in this offer have been arrived at independently without consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor;
  - (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit an offer for the purpose of restricting competition.
- (b) Each person signing this offer certifies that:
- (1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (a) (1) through (a)(3) above; or
  - (2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

---

Signature of vendor's authorized representative

---

Title

---

Date

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

---

Signature of vendor's authorized representative

(Accepting a bidder's offer does not constitute acceptance of the contract.)

Note: Sponsor and bidder shall execute this Certificate of Independent Price Determination.



## SECTION C – INSTRUCTION TO BIDDERS

### 1. Definitions

As used herein:

- a. The term “bid” means the bidder’s offer.
- b. The term “bidder” means a food service management company submitting a bid in response to this invitation for bid.
- c. The term “contractor” means a successful bidder who is awarded a contract by the sponsor under the SFSP.
- d. The term “food service management company” in this Invitation for Bid and Contract means any commercial enterprises or nonprofit organization which contracts with a Sponsor to manage any aspect of the food service, including vendors which contract with a Sponsor to prepare unitized meals with or without milk or juice.
- e. The term “invitation for bid”, hereafter referred to as IFB, means the document where the procurement is advertised. In the case of this Program, the IFB becomes the contract once both parties agree in writing to all terms and conditions of the IFB.
- f. The term “Sponsor” means the Service Institution which issues this IFB.
- g. The term “unitized meal” means an individual proportioned meal consisting of a combination of foods meeting the SFSP pattern requirements, delivered as a unit with or without milk or juice. The State agency may approve exceptions to the unitized meal such as separate hot and cold packs.

Other terms shall have the meanings ascribed to them in the SFSP regulations (7 CFR Part 225).

### 2. Submission of Bids

- a. Bidders are expected to examine carefully the specifications, schedules, attachments, terms, and conditions of this IFB. Failure to do so will be at the bidder’s risk.
- b. Bids must be executed and submitted in triplicate. If accepted, this IFB will become the contract, and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked “original” will be governing should there be a variance between that copy of the bid and the other two copies submitted by the bidder. No changes in the specifications or general conditions are allowed. Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.
- c. Bids over \$150,000 shall include a bid bond in the amount of 10 % of bid Price. (Sponsor shall insert appropriate percentage from 5% to 10%. Sponsor should also insert this percentage on the IFB/Contract Face Sheet.) Bid bonds will be returned (a) to

unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted. The bid must be securely sealed in a suitable envelope, addressed to the office issuing the IFB, and marked on the outside with the name of the bidder, bid number, and date and time of opening.

- d. The physical address and copy of a current state or local health certificate (permit) for the food preparation facilities shall be submitted with the bid.

### **3. Explanation of Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc. must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an IFB will be furnished to all prospective bidders as an amendment of the IFB, if such information is necessary to bidders in submitting bids on the IFB, or if the lack of such information would be prejudicial to uninformed bidders.

### **4. Acknowledge of Amendments to IFBs**

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.

### **5. Bidders Having Interest in More than One Bid**

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

### **6. Time for Receiving Bids**

Sealed bids shall be deposited at the Sponsor's address no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

### **7. Errors in Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specification before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

### **8. Award of Contract**

- a. The contract will be awarded to that responsive and responsible bidder whose bid conforms to the IFB and will be most advantageous to the sponsor, price, and other factors considered.
- b. The Sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.



- c. The Sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not in a position to perform the contract.
- d. Sponsor reserves the right to accept any bid within 30 days from the date of bid opening.

9. **Deleted**

10. **Late Bids, Modification of Bids, or Withdrawals of Bid**

- a. Any bid received after the exact time specified for receipt of bids will not be considered unless it is received before award is made, and it was sent by registered or certified mail not later than the fifth calendar day prior to the specified date (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup> or earlier).
- b. Any modification or withdrawal of bid is subject to the same conditions as in (a) above, except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or an authorized representative, provided identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c. The only acceptable evidence to establish the date of mailing of a complete bid, modifications, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identified without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.
- d. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Sponsor will be considered at any time it is received and may be accepted.

## **SECTION D – SCOPE OF SERVICES**

- A. USDA regulations & CFR Part 225, entitled Summer Food Service Program is hereby incorporated by reference. The sponsor and the FSMC will operate in accordance with current Program regulations.
- B. Contractor agrees to deliver unitized meals \*~~inclusive~~ of milk and juice to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- C. All meals furnished must meet or exceed USDA requirements set out in Schedule C, attached hereto and made a part hereof.
- D. Contractor shall furnish meals as ordered by the Sponsor during the period of \*\* 06/01/16 to \*\* 08/12/16. Meals are to be served \*\*\* 5 days a week, as specified in Schedule A. The FSMC will be paid by the sponsor for all meals delivered in accordance with the contract and the regulations. However, neither USDA nor the SA assumes any liability for payment of the differences between the number of meals delivered and the number of meals served.

~~\*\*\*~~ *We will be closed on Monday July 4, 2016 therefore no meal service is required*

\* Insert "inclusive" or "exclusive" as applicable.

\*\* Sponsor shall insert contract commencement date and expiration date.

\*\*\* Sponsor shall insert appropriate number of serving days.



## **Section E – UNIT PRICE SCHEDULE AND INSTRUCTIONS**

1. **Bidders** are asked to submit prices on the following meal types meeting the contract specifications set forth in Schedule C in the estimated range of quantities to be delivered to all of the sites stated in Schedule A.

**Example:**

	(A)	(B)	(C)	(D)
Meal Type	Estimated Range of Servings (Meals) Per Day	Estimated Number of Serving Days Per Range	Unit Price Per Meal	Estimated Total
Lunch	<u>3000-over</u>	<u>5</u>	<u>\$ .90</u>	<u>\$13,500.00</u>
	<u>2000-3000</u>	<u>5</u>	<u>.92</u>	<u>11,500.00</u>
	<u>3000-over</u>	<u>15</u>	<u>.96</u>	<u>21,600.00</u>
	<u>2000-3000</u>	<u>10</u>	<u>.98</u>	<u>7,350.00</u>
	<u>Below 500</u>	<u>5</u>	<u>1.01</u>	<u><b>\$56,475.00</b></u>
		<b><i>Estimated Total Lunch</i></b>		

- A. Sponsor shall insert appropriate range of meal servings based on historical data, if available. This shall be done for each meal type. The Sponsor may use discretion in choosing the number of ranges. The Sponsor should only choose the number of ranges which are appropriate for its meal servings.
- B. Sponsor shall fill in number of operating days during the contract period anticipated for each range shown for each meal type.
- C. Vendor shall insert appropriate unit prices for those ranges selected by the sponsor.
- D. Sponsor shall calculate estimated total.
2. **Evaluation of bids** will be performed as follows:
- Determine the midpoint of each range by adding the two figures and dividing by two. In the case of the highest and lowest ranges, use the base figure (i.e., 500 or 3000).
  - Multiply midpoint by estimated serving days of the range and multiply this product by the unit price for this range.
  - Add the totals for all ranges and all times to arrive at an estimated total contract price.

See Method of Payment under SECTION F - GENERAL CONDITIONS for reimbursement procedures.

Meal Type	Estimated Range of Serving (Meals) Per Day	Estimated Number of Serving Days Per Range	Unit Price Per Meal	Estimated Total
<u>Lunch</u>	<u>2000 - 2300</u>	<u>52</u>		
	<u>7% sales tax to be included in the unit price</u>			
		Estimated Total		& _____
<u>Breakfast</u>	<u>150</u>	<u>51</u>		
	<u>7% sales tax to be included in the unit price</u>			
		Estimated Total		& _____
		Estimated Total		& _____
		Estimated Total		& _____



3. **Pricing** shall be on the menus described in Schedule B. All bidders must submit bids on the same menu cycle provided by the Sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the Sponsor. Bid price must include the price of the food components, including milk and/or juice, if part of unitized meal; packaging transportation; and all other related costs (e.g., condiments, utensils).
4. **Range of Serving is estimated:** They are best known estimates for requirements during the operating period. The sponsor reserves the right to order more or less meals than estimated at the beginning of the operating period. Contractor will be paid at the unit price rate for the average number of actual meals delivered each day for the payment period specified. (The Sponsor should insert whether the payment period is to be 14 days, or one maximum number of meals will be determined based on the approved level of meals provided by the contractor.)
5. **Evaluation of Bidders:** Each bidder will be evaluated on the following factors.
  - a. Deleted.
  - b. Financial capability to perform a contract of the scope required.
  - c. Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable state and local health, safety, and sanitation standards.
  - d. Previous experience of the bidder in performing services similar in nature and scope required.
  - e. Other factors such as transportation capability, sanitation, and packaging.

**Bidders that do not satisfactorily meet the above criteria may be rejected as non-responsible and not be considered for award.**

6. **The unit prices** of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes, but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the Sponsor.
7. **Meal Orders.** Sponsors will order meals on \*Thursday of the week preceding the week delivery; orders will be placed for the total number of operating days in the succeeding week and will include breakdown totals for each site and each type of meal.

The Sponsor reserves the right to increase or decrease the number of meals ordered on a \*\* 18 hour notice, or less if mutually agreed upon between the parties to this contract.

#### 8. **Menu-Cycle Change Procedure**

Meals will be delivered on a daily basis in accordance with the menu cycle which appears in Schedule B. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, the Sponsor shall be notified immediately so substitutions can be agreed upon. The sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

\* Sandwiches must be sealed and all juice should be in non-leak containers.

## 9. Noncompliance

The Sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The Sponsor reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost but will receive no adjustment in the event the meals are procured at a lesser cost. The Sponsor or inspecting agency shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

## 10. Specifications

### A. Packaging:

1. Hot Meal Unit-Package suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204 degrees C) or higher.
  - \* Insert mutually agreed day.
  - \*\* Sponsor shall insert appropriate number.
2. Cold Meat Unit (or unnecessary to heat)—Container and overlay to be plastic or paper and non-toxic.
3. Carton—Each carton to be labeled. Label to include:
  - a. Processor's name and address (plant)
  - b. Item identify, meal type
  - c. Date of production
  - d. Quantity of individual units per carton.
4. Meals shall be delivered with appropriate nonfood items: condiments, straws for napkins, single service ware, etc. Sponsor shall insert the types of nonfood items that are necessary for the meals to be eaten:  
Vendor shall be responsible for the insertion of non-food items.

### B. Food Preparation:

Meals shall be prepared under controlled temperatures and assemble not more than 24 hours prior to delivery.



**C. Food Specifications:**

Bids are to be submitted on the menu cycle included in Schedule B, and portions shall, as a minimum, be the quantities specified by USDA for each component of each meal, as included in Schedule C of this contract.

All meals must meet the food specifications and quality standards as incorporated in the menu cycle (Schedule B).

All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under USDA-approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.

Milk and milk products are defined as "fluid types of pasteurized flavored or unflavored whole milk, or low-fat milk, skim milk or cultured buttermilk which meet State and local standards for such milk...All milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and at levels consistent with State and local standards for such milk." Milk delivered hereunder shall conform to these specifications.

## SECTION F- GENERAL CONDITIONS

### 1. Delivery Requirements

- a. Delivery will be made by the contractor to each site in accordance with the order from the Sponsor.
- b. Meals are to be delivered daily, unloaded, and placed in the designated site by the contractor's personnel at each of the locations and times listed in Schedule A.
- c. The contractor shall be responsible for delivery of all meals and/or dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.
- d. The Sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A and make changes in the approved level for the maximum number of meals which may be served under the Program at each site (established under Section 225. 7 (j) of the SFSP regulations). The Sponsor shall notify the contractor by providing an amendment to Schedule A of all sites which are approved, canceled, or terminated subsequent to acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within \* 18 hours or less. \* All deliveries must be made in refrigerated vehicles

### 2. Supervision and Inspection

The contract shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.

### 3. Record keeping

- a. **Delivery tickets** must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the site personnel, and one for the sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the Sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Sponsor only if signed by the sponsor's designee at the site.
- b. The contractor shall **maintain records** supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference, to support payments and claims.
- c. The books and records of the FSMC pertaining to the sponsor's food service operation shall be available for inspection and audit by the State agency, U. S. Department of Agriculture, the Sponsor, and the U.S. General Accounting Office at any reasonable time and place for a period of 3 years from the date of receipt of final payment under the contract.

### 4. Method of Payment



The contractor shall submit its itemized invoices to the Sponsor \* Monthly \* (Sponsor shall insert "weekly" or "monthly") and in compliance with section 225.16(e) (13) of the SFSP regulations. *Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period.* **The Sponsor shall calculate the average number of meals delivered each day for the applicable period.** Payment will be made at the unit price shown for that range. Each payment period will be calculated and paid for independent of the other periods. No payment shall be made unless the required delivery receipts have been signed by the site representatives of the Sponsor.

*The contractor shall be paid by the Sponsor for all meals delivered in accordance with this contract and SFSP regulations.* However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the Sponsor that are eligible for reimbursement.

#### **5. Inspection of Facility**

- a. The Sponsor, the State agency, and the USDA reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- b. The contractor's facilities shall be subject to periodic inspections by State and local health departments or any agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.
- c. The contract shall provide for meals that it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall conform to the standards that are applied by the local health authority with respect to the level of bacteria that may be present in meals served by other establishments in the locality.

#### **6. Performance Bond Requirement**

The successful bidder shall provide the Sponsor with a performance bond in the amount of \*15% of the contract price. The bond shall be executed by the contractor and a licensed surety company listed in the current Department of Treasury Circular 570. The bond shall be furnished not later than ten days following award of the contract. The successful bidder shall comply with the appropriate bonding requirements as set forth in 7 CFR 225.15 (m) (5)-(7).

#### **7. Insurance**

(State agencies will furnish Sponsors their State insurance requirements to insert herein).

#### **8. Availability of Funds**

The Sponsor reserves the right to cancel this contract if the Federal Finding to support the SFSP is withdrawn. It is further understood that, in the event of cancellation of the contract, the Sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.





## **9. Number of Meals and Delivery Times**

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

## **10. Emergencies**

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Sponsor by telephone or telegraph of the following: (1) the impossibility of on-time delivery; (2) the circumstance[s] precluding delivery; and (3) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than \*\* 2 hours after specified meal time.

Emergency circumstances at the site precluding utilization of meals are the concern of the Sponsor. The Sponsor may cancel orders provided it gives the contractor at least \*\*\* 18 hours' notice, or less if mutually agreed upon between the parties to this contract...

Adjustments for emergency situations affecting the contractor's ability to deliver meals, or Sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the Sponsor.

\* Insert percentage required by the State, but not less than 10% of the Contract price and not more than 25%.

\*\* Sponsor shall set time in accordance with State agency instructions.

\*\*\* Insert same number as in Section F-1. D. p on page 14.

## **11. Termination**

- a. The Sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing. *In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Sponsor shall process a reprocurement action, on a competitive basis to arrive at a fair and reasonable price, if the food service management company was not required to be bonded in accordance with Section 225.16(j) and 225.(k) of the regulations.*
- b. The Sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the Sponsor that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the contractor to any officer or employee of the Sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Sponsor makes such finding shall be in issue and may be reviewed in any competent court.
- c. In the event this contract is terminated as provided in paragraph (b) hereof, the Sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (ii) as a penalty in addition

to any other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.

- d. The rights and remedies of the Sponsor provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## **12. Lobbying Restrictions (PL 101-121 Section 319)**

**Upon award of a contract** under the proposal, the person, partnership, association, or corporation to whom the award is made must comply with the lobbying restrictions outlined in P.L. 101-121 Section 319. The contractor agrees to certify to the State Department of Social Services that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an offer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this contract, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- c. The Sponsor shall require that the certification be included in the award documents for this award if it exceeds \$150,000 in Federal funds.
- d. Copies of all certification documents completed by the contractor must be submitted to the State Department of Social Services prior to implementation of the award for services. Certification forms will be provided by the Sponsor.

## **13. Subcontractors and Assignments**

The contractor shall not subcontract for the total meal or for the assembly of the meal and shall not assign, without the advance written consent of the Sponsor, this contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the Sponsor as principal for the performance of all obligations under this contract.



## SECTION G – GENERAL PROVISIONS

### 1. Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR Ch. 60).

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, sex, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- b. The contractor will include the following nondiscrimination statement in all solicitations or advertisements for employees placed by or on behalf of the contractor,:

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact the USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

- c. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- d. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- e. In the event of the contractor's noncompliance with Equal Opportunity clause of this contract with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 as amended by Executive

Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- f. The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant of section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **2. Clean Air and Water**

Applicable only if the contract exceeds \$150,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$150,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1857-8)(c)(1) or the Federal Water Pollution Control Act (33 USC 1319)(c) and is listed by EPA, or the contract is not otherwise exempt.

### *a. The contractor agrees as follows:*

1. To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 USC 1857, et. seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 USC 1251, et. seq., as amended by Public Law 92-500) respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
2. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless the EPA eliminates the name of such facility or facilities from such listing.
3. To use best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
4. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

### *b. The terms used in this clause have the following meanings:*

1. The term "Air Act" means the Clean Air Act of 1970, as amended (42 USC 1857 et. seq., as amended by Public Law 91-604).
2. The term "Water Act" means the Federal Water Pollution Control Act, as amended (33 USC 1251 et. seq., as amended by Public Law 92-500).



3. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 USC 1857c-5(d)), an approved implementation procedure plan under section 111(c) or section 111(d), respectively, of the Air Act (42USC 1857c-6 (c)(d)), or an approved implementation procedure under section 112(d) of the Air Act (42 USC 1857c-7 [d]).
4. The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program as authorized by section 402 or the Water Act (33 USC 1342) or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 USC 1317).
5. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
6. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites or operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determined that independent facilities are co-located in one geographical area.

## SUMMER FOOD SERVICE PROGRAM (SFSP)

**LIST OF SITES WHERE PROGRAM WILL OPERATE**

Copy of Chapter (attached)

NAME OF FOOD SERVICE MANAGEMENT COMPANY:

[illegible]



<u>Update</u>	<u>Site #</u>	<u>Contact Sponsor</u>	<u>Site Name</u>	<u>Site Type</u>
	1	City Of Chester	Blackstock (Home Site) #2	OS
	2	City Of Chester	Blackstock Community (Home Site) #1	OS
	3	City Of Chester	Pine Spring Park	OS
	4	City Of Chester	Chester County Sheriff Dept	OS
	5	City Of Chester	Huges Bagwell Park	OS
	6	City Of Chester	Faith And Love Church	OS
	7	City Of Chester	Frazier Park	OS
	8	City Of Chester	Georgia's Families In Transition (Gfit-York St)	OS
	9	City Of Chester	Georgia's Families In Transition (Gfit-Gadsden St)	OS
	10	City Of Chester	Chester Manor (Torbit Street)	OS
	11	City Of Chester	Georgia's Families In Transition (Gfit-J A Cochran By-Pass)	OS
	12	City Of Chester	Georgia's Families In Transition (Gfit-Columbia St.)	OS
	13	City Of Chester	Gayle Community Park	OS
	14	City Of Chester	Roundtree Circle (Home Site)	OS
	15	City Of Chester	Brendale Drive (Home Site)	OS
	16	City Of Chester	Brooklyn Center	OS
	17	City Of Chester	Calvary Baptist Church	OS
	18	City Of Chester	Cedar Grove (Home Site)	OS
	19	City Of Chester	Center Street Apartments	OS
	20	City Of Chester	Chester Heights Housing Authority	OS
	21	City Of Chester	Chester Middle School	OS
	22	City Of Chester	Chester Park Elementary	OS
	23	City Of Chester	Chester Senior High School	OS
	24	City Of Chester	City Of Chester Robotics Program	OS
	25	City Of Chester	Elks Road ( Home Site)	OS
	26	City Of Chester	Eureka (Home Site)	OS
	27	City Of Chester	Finley Park	OS
	28	City Of Chester	Frank Connor Park	OS
	29	City Of Chester	Friendship Baptist Church	OS
	30	City Of Chester	Hilltop (Mobile Home Park)	OS
	31	City Of Chester	Horizons Christian Academy	ES
	32	City Of Chester	James Jackson Park	OS
	33	City Of Chester	Jones Adair Park	OS

34	City Of Chester	Lowrys Park	OS
35	City Of Chester	Milk (Home Site)	OS
36	City Of Chester	Ramsey Grove Apartment Complex	OS
37	City Of Chester	Stringfellow Development (Home Site)	OS
38	City Of Chester	The Holy Place Christian Academy	OS
39	City Of Chester	Town & Country Lane Apartments	OS
40	City Of Chester	Town House Apartment	OS
41	City Of Chester	Wylie Park	OS
42	City Of Chester	Yorkdale (Home Site)	OS
43	City Of Chester	Zion Pilgrim Baptist Church	OS
44	City Of Chester	Union Ezell Ame	OS
45	City Of Chester	Mt. Pilgrim Baptist Church	OS
46	City Of Chester	First (1st) Mount Zion Baptist Church	OS
47	City Of Chester	Bakertown Community (Home Site)	OS
48	City Of Chester	Georgetown Community (Home Site)	OS
49	City Of Chester	Great Falls Elementary School	OS
50	City Of Chester	Pearridge Community (Home Site)	OS
51	City Of Chester	Pleasant Grove Ame Zion	OS
52	City Of Chester	Second Baptist Chruch	OS
53	City Of Chester	Trinity Community (Home Site)	OS
54	City Of Chester	Washington Street (Home Site)	OS
55	City Of Chester	Young's Town Community (Home Site)	OS
56	City Of Chester	New Independent Methodist Church	OS
57	City Of Chester	Mt. Zion Baptist Church (Great Falls/Mitford)	OS
58	City Of Chester	Great Falls Middle/High School Complex	OS
59	City Of Chester	Foxwood Apartments	OS
60	City Of Chester	Lancaster Housing Authority	OS
61	City Of Chester	Palmetto Place	OS
62	City Of Chester	Pleasant Ridge Presbyterian Church	OS
63	City Of Chester	Lewisville Elementary School	OS
64	City Of Chester	Lewisville High School	OS
65	City Of Chester	Richburg Park	OS
66	City Of Chester	Greater Mount Zion Baptist Church	OS
New 67	City Of Chester	Howze (Home Site)	OS



**\* Please certify that the above site information is correct.**

**Electronic Signature**

Date

**SCHEDULE B**

**SUMMER FOOD SERVICE PROGRAM**

**ELEVEN-DAY MENU CYCLE\***

\*Sponsor shall attach a menu cycle for each site.



**CITY OF CHESTER**  
**SUMMER FEEDING SERVICE PROGRAM**  
**2016 Menu**



<b><u>MENU #1 HAM AND CHEESE PITA</u></b> 2 SLICES ENRICHED WHITE BREAD 2 OZ HAM 1 OZ SLICED AMER CHEESE CARROT STICKS AND DIP 1 WHOLE APPLE MAYO & SPORK KIT ½ PINT 2% CHOC MILK		<b><u>MENU #6 BOLOGNA SANDWICH</u></b> 2 SLICES ENRICHED WHITE BREAD 2 OZ BOLOGNA 1 OZ SLICED AMER CHEESE BROCCOLI SPEARS AND DIP 1 WHOLE BANANA MAYO & SPORK KIT ½ PINT 2% WHITE MILK	
<b><u>MENU #2 PEANUT &amp; JELLY SANDWICH</u></b> PRE KPACKAGED PEANUT BUTTER & -JELLY SANDWICH 2.8 OZ 1 OZ CHEESE STICK 4 OZ FRESH WATERMELON 4 OZ 100% GRAPE JUICE ½ PINT 2% WHITE MILK		<b><u>MENU #7 TURKEY PITA</u></b> 1.5 OZ PITA BREAD 2 OZ TURKEY 2 OZ TOMATO & LETTUCE 1 OZ SLICED AMER CHEESE 1 WHOLE PEACH MAYO & SPORK KIT ½ PINT 2% CHOC MILK	
<b><u>MENU #3 CLUB SANDWICH</u></b> 6 INCH .09 OZ ENRICHED WHITE HOAGIE 1 OZ BOLOGNA & 1 OZ HAM 1 OZ SLICED AMER CHEESE 4 OZ 100% FRUIT JUICE BLEND 1 WHOLE ORANGE MAYO & SPORK KIT ½ PINT 2% CHOC MILK		<b><u>MENU #8 PEANUT &amp; JELLY SANDWICH</u></b> PRE KPACKAGED PEANUT BUTTER & -JELLY SANDWICH 2.8 OZ 1 OZ CHEESE STICK 4 OZ FRESH WATERMELON 4 OZ ORANGE JUICE SPORK KIT ½ PINT 2% WHITE MILK	

**CITY OF CHESTER**  
**SUMMER FEEDING SERVICE PROGRAM**  
**2016 Menu**



<b><u>MENU #4 TURKEY PITA</u></b> 1.5 OZ PITA BREAD 2 OZ TURKEY 2 OZ TOMATO & LETTUCE 1 OZ SLICED AMER CHEESE 4 OZ CELERY STICK RANCCH DRESSING PACKET MAYO & SPORK KIT ½ PINT 2% WHITE MILK	<b><u>MENU #9 DELI SANDWICH</u></b> 6 INCH .09 ENRICHED WHITE HOAGIE 1 OZ SALAMI, 1 OZ BOLOGNA, 1 OZ HAM 4 OZ 100% GRAPE JUICE 2 OZ FRESH GRAPES MAYO & SPORK KIT ½ PINT 2% CHOC MILK	
<b><u>MENU #5 DELI SANDWICH</u></b> 1 ENRICHED WHITE HAMBURGER ROLL 1 OZ SALAMI, 1 OZ BOLOGNA, 1 OZ HAM 4 OZ APPLE JUICE 1 WHOLE APPLE MAYO & SPORK KIT ½ PINT 2% CHOC MILK	<b><u>MENU #10 BOLOGNA SANDWICH</u></b> 2 SLICES ENRICHED WHITE BREAD 2 OZ BOLOGNA 1 OZ SLICED AMER CHEESE 1 WHOLE ORANGE 4 OZ ORANGE JUICE MAYO & SPORK KIT ½ PINT 2% WHITE MILK	



**CITY OF CHESTER**  
**SUMMER FEEDING SERVICE PROGRAM**  
"An equal Opportunity Provider"  
**2016 Breakfast Menu**



**MENU #1**

CINNAMON ROLL  
APPLESAUCE  
1% CHOCOLATE MILK  
SPORK KIT

\*\*\*\*\*

**MENU #2**

CINNAMON TOAST CRUNCH CEREAL  
GRAPE JUICE  
1% WHITE MILK  
SPORT KIT

\*\*\*\*\*

**MENU #3**

BLUEBERRY MUFFIN  
FRESH ORANGE  
1% CHOCOLATE MILK  
SPORK KIT

\*\*\*\*\*

**MENU #4**

POP TART  
GRAPE JUICE  
1% WHITE MILK  
SPORK KIT

\*\*\*\*\*

**MENU #5**

TRIX CEREAL  
ORANGE  
CHOCOLATE MILK  
SPORK KIT

**MENU #6**

ENGLISH MUFFIN  
FRESH APPLE  
1% WHITE MILK  
SPORK KIT

\*\*\*\*\*

**MENU #7**

FROSTED DONUT  
PEACHES  
1% CHOCOLATE MILK  
SPORT KIT

\*\*\*\*\*

**MENU #8**

HONEY NUT CHEERIOS  
FRESH ORANGE  
1% CHOCOLATE MILK  
SPORK KIT

\*\*\*\*\*

**MENU #9**

BLUEBERRY MUFFIN  
GRAPE JUICE  
1% CHOCOLATE MILK  
SPORK KIT

\*\*\*\*\*

**MENU #5**

BAGEL & GRAPE JELLY  
FRESH APPLE  
1% WHITE MILK  
SPORK KIT