

**SOUTH CAROLINA DEPARTMENT OF EDUCATION  
SUMMER FOOD SERVICE PROGRAM  
STANDARD INVITATION FOR BID AND CONTRACT  
2018 CONTRACT PERIOD**

## Tables of Contents

<u>Section</u>	<u>Page</u>
<b>A. Invitation for Bid and Contract Fact Sheet</b>	<b>3</b>
<b>B. Certification of Independence Price Determination</b>	<b>4</b>
<b>C. Instruction to Bidders</b>	<b>5</b>
<b>D. Scope of Services</b>	<b>8</b>
<b>E. Unit Price Schedule and Instructions</b>	<b>9</b>
<b>F. General Conditions</b>	<b>14</b>
<b>G. General Provisions</b>	<b>19</b>
<b>Schedule A: Sites</b>	<b>24</b>
<b>Schedule B: Menu Cycle</b>	<b>22</b>
<b>Schedule C: USDA Required Meal Patterns</b>	<b>23</b>

**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: 5/8/18 Bid Number: 2018-001  
Page 1 of 24  
Name City of Chester Bid Opening: \_\_\_\_\_  
Address 100 West End Street Date 5/22/18  
City, State, Zip Chester, SC 29706 Time 10:00 am  
Telephone Number (803) 981-2123 Location City Hall Bldg. Chester

Contract Commencement Date 06/06/18 Total Estimated Amount of Bid \$ \_\_\_\_\_  
(To be inserted by the Bidder)  
Contract Expiration Date 08/17/18 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 \*\* 06/06/18 to \*\* 08/17/18. 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.

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

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

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

~~\*\*\*~~ Meal service will not be required on Wednesday July 4, 2018  
(holiday)



**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>\$56,475.00</u>
		<i>Estimated Total Lunch</i>		

- 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:**
- a. 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).
  - b. Multiply midpoint by estimated serving days of the range and multiply this product by the unit price for this range.
  - c. 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>Breakfast</u>	<u>410</u>	<u>5</u>	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
		Estimated Total		& _____
<u>Lunch</u>	<u>1400-1700</u>	<u>5</u>	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
		Estimated Total		& _____
<u>Snack</u>	<u>760</u>	<u>5</u>	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
		Estimated Total		& _____
_____	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
		Estimated Total		& _____

Total Serving Days is 521

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.

\* All sandwiches must be sealed and all juices 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.

### 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 Treasure 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 \*\* 21 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 \*\*\* 120 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 according 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 contraction 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.

SCHEDULE A

SUMMER FOOD SERVICE PROGRAM (SFSP)

LIST OF SITES WHERE PROGRAM WILL OPERATE

SPONSOR'S NAME: City of Chester (Please Refer to next page in packet)

NAME OF FOOD SERVICE MANAGEMENT COMPANY: \_\_\_\_\_

Name of Site	Address & Phone	Authorized Designee	Holding Facilities		Type(s) of Meals	Approved Meal Service Level	# of Meals	Delivery Time	Start Date	End Date	Days of Week
			Yes	No							

**CITY OF CHESTER**  
**SUMMER FOOD SERVICE PROGRAM**  
**2018 DISTRIBUTION LOCATIONS**

- 1. First Mount Zion Baptist Church – 810 Chester Avenue, Great Falls, SC 29055**
- 2. Union Ezell AME Zion Church – 5510 Main Street, Fort Lawn, SC 29714**
- 3. Finley Recreation Center – 123 Caldwell Street, Chester, SC 29706**
- 4. Finley Park – 149 Cemetery Street, Chester, SC 29706**
- 5. Ramsey Grove Apartment Complex – 553 Flint Street, Chester, SC 29706**
- 6. Mount Olive Baptist Church – 176 Center Street, Chester, SC 29706**

**SCHEDULE B**

**SUMMER FOOD SERVICE PROGRAM**

**ELEVEN-DAY MENU CYCLE\***

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