

Harrisburg Global Academy

RFP/BID # 26-0 HGA Milk

11774 Harrisburg Road, Indian Land, SC 29707

Deliver Bids To:

**Southwest Charlotte STEM Academy
c/o Robert Schaffer, Nutrition Director**

**Harrisburg Global Academy
RFP/BID # 26-01 HGA MILK
5203 Shopton Road
Charlotte, NC 28278**

Due 10 AM on 2 June 2026

Bid No. 26-01 HGA Milk

**Harrisburg Global,
Request for Proposal/Bid No. 26-01 HGA Milk**

Produce Table of Contents

Notice to Bidders	5
RFP/Bid Introduction	6
Schedule of Events	6
Submission of Proposals	6
Correction of Mistakes	6
Signatures	6
Cost of Preparing Proposal	6
Reservation of Rights	6
Non-Collusion	7
Prices	7
Estimated Usage	7
Product Specifications	7
Delivery/Freight on Board (FOB)Destination Pricing	8
Experience and Service	8
Method of Award	8
RFP/Bid Protest Procedures	8
Debarment and Suspension	8
Code of laws available	8
Risk of Loss	8
Insurance	9
Hazardous Material	9
Buy American Provision	9

Force Majeure Clause_____9

Hold Harmless Clause_____9

Food Recall_____10

Food safety_____10

Equal Opportunity Employer/Federal Non-Discrimination Statement_____10

Proposer Agreement_____10

Contract Maintenance_____11

Contract Modification_____11

Contract Term_____11

Vendor Performance and Evaluation_____11

Mutual Agreement Termination_____11

Termination for Convenience or Non-Performance_____11

Invoices and Payments_____11

Discounts for Prompt Payment_____12

Product Substitution/ Manufacturers Brand Change/Product Reformulation_____12

Quantity and Quality of Materials and Services_____12

Outside of the Nutrition Services Department_____12

Recordkeeping_____12

Procurement Code of Conduct_____12

Child Nutrition Procurement Law_____13

Prohibited Communications and Donations_____13

Choice of Law_____13

Ethics Certificate_____13

False Claims_____13

Illegal Immigration_____14

Records Retention and Access Requirements_____14

Compliance with Laws_____14

Award Criteria_____15

RFP Response Packet Requirements_____16

Attachments: Pages 17 through 39

A. Proposer Checklist_____17

B. Vendor Contact Information_____18

C. Non-Collusion Affidavit_____19-20

D. Certification Regarding Debarment_____21

E. Certification Regarding Lobbying_____22-24

F. Disclosure Form to Report Lobbying_____25-27

G. Drug Free Workplace_____28-30

H. Sex Offender Registry_____31

I. Certificate of Independent Price Determination_____32

J. Buy American Form_____33

K. References_____34

L. Food Safety Plan_____35

M. Product Specifications and Conditions_____36

N. Proposer Pricing Sheet_____37

O. Proposer Signature Page_____38

Bid No. 26-01 HGA Milk

NOTICE TO BIDDERS

**REQUEST FOR PROPOSAL/BID # 26-01
HGA Milk**

Harrisburg Global Academy is requesting bids from Milk Distributors to supply milk to its students.

Submission Deadline:

BIDs must be received by **10 AM on 2 June 2026**. Bids must be submitted in a sealed envelope, marked with the RFP/Bid number and title, with an original and two copies, and returned to:

Harrisburg Global Academy
c/o Southwest Charlotte STEM Academy
RFP/Bid # 26-01 Milk
Produce
5203 Shopton Rd
Charlotte, NC 28278
Attention: Robert Schaffer, SN Director

BID's received later than the designated time and specified date will be returned to the proposer unopened.

Facsimile (FAX) copies of the proposal will not be accepted.

Copies of the RFP/Bid documents may be obtained from **Harrisburg Global Academy, Nutrition Services, 5203 Shopton Rd, Charlotte, NC 28278**. The RFP/Bid documents can also be obtained on Harrisburg Global Academy's website.

Refer any questions to: **Robert Schaffer, SN Director, e-mail: bschaffer@scstemacademy.org**

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Published: 30 April 2026

RFP/Bid Introduction: This solicitation is requesting sealed proposals from qualified vendors in accordance with applicable state and federal laws governing federally funded child nutrition programs. It is the intent of the Harrisburg Global Academy, hereinafter referred to as the School Food Authorities (SFA), to award a contract to procure specified items listed in this document. Vendors are invited to submit proposals to supply the specified items to the SFAs. A vendor that submits a proposal in response to this solicitation will be referred to hereinafter as "Proposer".

Schedule of events:

- 30 April 2026 - RFP/Bid Released
- 21 May 2026 - Deadline to Receive Questions (bschaffer@scstemacademy.org)
- 22 May 2026 – Responses to questions due, 10 AM deadline
- 4 June 2026- Award Recommendation to the Harrisburg Global Academy Board
- 5 June 2026, Contract Awarded
- 1 July 2026 - Contract Start Date 7/1/2026

- July 1, 2026- June 30, 2027- Year one Contract period
- July 1, 2027- June 30, 2028- Year Two Contract Period (pending renewal)
- July 1, 2028- June 30, 2029- Year Three Contract Period (pending renewal)
- July 1, 2029- June 30, 2030- Year Four Contract Period (pending renewal)
- July 1, 2030- June 30, 2031- Year Five Contract Period (pending renewal)

Submission of Proposals: Proposers may mail sealed proposals to the address and staff member designated by the proposal submission deadline defined on the NOTICE TO BIDDERS page. It is the Proposer's responsibility to ensure that its proposal is received by this deadline, no exceptions. Proposers may also request confirmation of receipt by emailing Robert Schaffer, Nutrition Director at bschaffer@scstemacademy.org. Regardless of submission method, it is the responsibility of the Proposer to confirm and ensure that the sealed proposal was received by the submission deadline. Proposals will be accepted up to and no later than the RFP/Bid submission deadline. Time is Eastern Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the submission deadline will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the submission deadline. The SFA will not be responsible for the opening of, the post-opening of, or the failure to open a proposal that is not properly addressed or identified.

The SFA will not assume responsibility for any delay resulting from the failure of the mail or other delivery service to deliver proposals on time.

Proposal Withdrawal: Proposals may be withdrawn by the Proposer prior to the time denoted for opening the submissions, but after the opening, submissions may not be withdrawn for a period of sixty (60) days. A successful Proposer shall not be relieved of the submitted proposal without the consent of the SFA.

Correction of Mistakes: Do not erase, correct, or write over any prices or figures necessary for the completion of the proposal. Corrections should be made by drawing a line through the unwanted text(s) or number(s) and rewriting the correct text(s) or number(s). If a correction is necessary, the Proposer shall initial each correction. Failure to comply with the requirements may result in your proposal being disqualified. No proposals shall be altered or amended after the specified opening time.

Signatures: All proposals must show the firm's name and must be signed by a representative. All signatures must be original.

Cost of Preparing Proposal: Proposers are responsible for the costs of preparing a proposal, and the proposal must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations are assumed by such a signature and the submission of the RFP/Bid. Materials submitted as part of the proposal will become the property of the SFA unless otherwise noted.

Reservation of Rights: The SFA expressly reserves the following rights:

1. To reject any and all proposals.
2. To reject any part of a proposal not meeting the specifications set forth in the RFP/Bid documents.
3. To waive any irregularities and technicalities and may, at its sole discretion, request clarification or other information to evaluate any or all proposals.
4. To re-award the solicitation to another Proposer in the event the Proposer to whom an RFP/Bid is awarded defaults in executing the formal agreement; and
5. **Prices:** Proposers are encouraged to submit the most competitive pricing possible, as the SFA will solicit multiple bids from Bidders to achieve the lowest possible price for the specifications and requirements outlined in this solicitation. Prices should be stated and shown as instructed on the Proposer Pricing Sheet for each item, in the quantity specified. Taxes shall not be included. If, during the contract period, there is a decrease in the prices of the items included in the RFP/Bid, a corresponding decrease in prices on the In the best interests of the SFA, accept or reject any and all portions thereof, select the next most responsive proposal, or if necessary, issue a new solicitation or take other action as the SFA deems appropriate.

Non-Collusion: By submission of the proposal, the Proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other Proposer and that the contents of the proposal have not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the Proposer and will not be communicated to any person prior to the official opening of the proposal.

balance of deliveries shall be made to the member schools, as long as the lower prices are in effect. At no time shall the prices charged exceed the prices in the RFP/Bid. HGA shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the contractor to any other school member, or any other state, county, municipal, or local governmental agency in Mecklenburg County for products listed herein.

Estimated Usage: The usage given is estimated based on member schools' actual or projected use over approximately six (6) months. These quantities are not guaranteed by the member schools but are included for information and planning purposes only. The member schools reserve the right to purchase more or fewer of the units specified. The SFA will not guarantee minimum compensation to be paid to the Selected Proposer.

Product Specifications: Manufacturer/brand name and numbers that reflect the expected quality level may be referenced. The Proposer may submit quotations on that, or a proposed equal product, provided they are equivalent and substantiated to be so by submitted specifications. The SFA may require samples to determine product acceptance. The SFA reserves the right to make sole judgment as to the acceptability of proposed products equal to the referenced products without qualification or explanation.

Delivery/Freight On Board (FOB Destination Pricing): Time and manner of delivery are essential factors in proper performance under the contract. Proposer must quote prices FOB Destination to the Harrisburg Global Academy for all transactions under the contract. HGA will not pay shipping and handling charges, nor will they pay any fuel surcharges. If the material is not received within the specified delivery time, it will be received at the discretion of the member schools. Should it be necessary to refuse delivery of any material contained in the RFP/Bid document, the vendor shall be responsible for all associated costs. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by an invoice.

Experience and Service: Proposers are advised to demonstrate their ability to provide the products and services required under the contract. Proposers are required to submit three references listing currently serviced school districts. The list shall include the names of the member schools, the food service director's name, and the food service director's phone number. Proposers may be required to verify that they have been in business for the business type called for in this Request for Proposal/Bid for at least twelve (12) months. Experience and service are factors in the award of this contract.

A vendor's recent delivery and performance under any previous or existing agreement or contract may be examined. Poor performance or references of current or past customers may be used in the evaluation. Proposers, therefore, release the organizations and individuals listed from any claim or liability, because of responses given to requests for information by the member schools regarding the Proposer and/or the Proposer's performance of work.

Method of Award: Proposals that are submitted timely and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in this solicitation. In addition, the SFA may conduct a pre-award audit. A contract will be awarded to the responsive and responsible Proposer with the highest total score based on the criteria set forth in this solicitation. Winning Proposer will be herein referred to as the "Selected Vendor."

- A "responsive Proposer" will be able to meet the requirements described in this solicitation.
- A "responsible Proposer" is willing and capable of furnishing the goods or services described in this solicitation.

RFP/Bid Protest Procedures: If any Proposer who submitted a proposal has an objection to the award of the contract to the apparent Selected Vendor, the objecting Proposer shall furnish that protest, in writing, to the SFA within five (5) business days of the date of the Proposer's notification of the awarded contract. The protest shall describe in detail the basis for the protest and shall request a determination under this section. If a protest is filed in a timely fashion, the SFA will review the basis for the protest and relevant facts under such terms and conditions as the SFA considers proper. Upon completion of the review, the SFA shall submit its findings and recommendations to the SFA's Governing Board, which shall then review the matter under such terms and conditions as deemed proper. Upon receipt of authority to act from the Governing Board, the SFA will notify those Proposers involved of its decision. The decision shall be final and binding on the objecting Proposer.

Debarment and Suspension: To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by any State or Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will result in your bid being disqualified and declared non-responsive.

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

Risk of Loss: The Selected Vendor assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Selected Vendor or held by the Selected Vendor or its suppliers for the account of the SFA, until such property has been delivered to the SFA; (4) all risks of loss or damage to any of the goods thereof rejected by the SFA, from the time of shipment thereof to the Selected Vendor until redelivery thereof to the SFA.

Insurance: The Selected Vendor shall maintain, during the entire term of this contract, adequate insurance to protect itself from claims under Workmen's Compensation Acts and from claims for damages or personal injury, including death and damage to property that may arise from operations under the order. The following outlines the minimum insurance requirements and other required documentation:

- a. Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
- b. Workers' Compensation Insurance in such amounts as required by law
- c. Motor vehicle liability insurance - minimum limits of \$250,000 per person and \$500,000 per occurrence for bodily injury liability and \$100,000 for property damage liability is required on each vehicle owned, non-owned, or hired to be used in conjunction with the awarded contract.

The Selected Vendor may be required to provide proof of such insurance, naming Harrisburg Global Academy as an additional insured by a separate endorsement.

Hazardous Material: The vendor represents that each product furnished is safe for normal use, is nontoxic, presents no abnormal hazards to people or the environment, and may be disposed of as normal refuse. All materials, supplies, and equipment furnished, or services performed under the terms of the purchase order or contract issued in response to this RFP/Bid shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, Safety Data Sheets must be sent with the proposal.

"Buy American" Provision: Pursuant to Title 7, Code of Federal Regulations 210.21(d), a preference to U.S.-grown processed foods, produce, etc., will be provided when economically feasible, shall be made by the purchasing agency or its designee. 51 percent of the final processed end product must consist of agricultural commodities that were grown domestically.

Force Majeure Clause: The parties to the order shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, shortage, transportation facilities, walkout, or commandeering of materials, products, plants, or facilities by the government, provided that the non-performance is not due to the fault or neglect of the supplier. In such cases, however, satisfactory evidence thereof must be presented.

Hold Harmless Clause: The awarded vendor shall hold harmless and indemnify the SFA/School members, schools, its officers, and employees from every claim or demand which may be made by reason of:

- a. Any injury to person or property sustained by the supplier or by a person, firm or corporation employed

directly or indirectly by him, in connection with his performance under the order.

- b. Any injury to person or property sustained by any person, firm, or corporation caused by any act of neglect, default, or omission of the supplier or of any person, firm, or corporation employed directly or indirectly employed by him in connection with his performance under the purchase order.
- c. Any liability that may arise from the furnishing or use of any copyrighted or uncopied composition, secret process, or patented or unpatented invention in connection with his performance under the order.

Food Recall: Food/beverage suppliers shall comply with all Federal, State, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace.

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

Food Safety: Food/beverage vendors shall be expected to comply with all federal, state, and local mandates regarding food safety and are expected to have adequate controls in place to ensure the safety of the food/beverages provided. The vendor will define their food safety policy and procedures in a separate document to be submitted along with the Proposal.

Equal Opportunity Employer / Federal Non-Discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its

Agencies, offices, employees, and institutions participating in or administering USDA programs are

prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA

through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To

request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

Office of the Assistant Secretary for Civil Rights 1400

Independence Avenue, SW

Washington, D.C. 20250-9410;

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

(3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

Proposer Agreement: Harrisburg Global Academy will sign the selected vendor's proposal, which will serve as the awarded contract. The contract will include all terms and conditions as described in This RFP/Bid submission responses from the Selected Vendor and any other negotiated terms and conditions agreed to by both parties will represent the complete contractual requirements for both the SFA and Selected Vendor.

Contract Maintenance: The SFA will monitor the awarded contract for vendor compliance and, if/when necessary, communicate with the Selected Vendor to discuss product shortages, delivery times, product quality, billing issues, special orders, or other issues as selected.

Contract Modification: The SFA reserves the right to modify the awarded contract by mutual agreement between the SFA and Selected Vendor, so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by the issuance of a written legal amendment by the SFA.

Contract Term: The initial awarded contract period shall be 1 July 2026 to 30 June 2027. This awarded contract may be renewed under the same prices, terms, and conditions for up to four (4) additional one-year terms by mutual agreement of the SFA and Selected Vendor after the SFA has conducted an annual Vendor Performance and Evaluation.

Initial Year 1:	July	1, 2026	to	30 June 2027
Option Year 2:	July	1, 2027	to	30 June 2028
Option Year 3:	July	1, 2028	to	30 June 2029
Option Year 4:	July	1, 2029	to	30 June 2030
Option Year 5:	July	1, 2030	to	30 June 2031

Vendor Performance and Evaluation: The SFA will evaluate the Selected Vendor's performance status and product quality. The awarded contract will not automatically renew but will be based on the SFA's evaluation and analysis of the Selected Vendor's performance.

Mutual Agreement Termination: With the mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days' written notice, the contract may be terminated on an agreed-upon date before the end of the contract period, without penalty to either party.

Termination for Convenience or Non-Performance: The SFA may terminate the awarded contract prior to the expiration of the term without cause and without penalty, upon thirty (30) days' written notice to the Selected Vendor. The SFA reserves the right to immediately terminate the awarded contract if the circumstances are detrimental to the health and welfare of the students and/or school personnel, the quality of services is seriously affected, or the vendor ceases operations. In the event of such a termination, the SFA may award the contract to the next-lowest bidder.

Invoices and Payments: Invoices are to be provided upon delivery of materials or upon completion of services. Quantities, item descriptions, unit prices, date, and delivery site name must be on all invoices. Payment terms shall be net thirty (30) days. Harrisburg Global Academy shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized representative of Harrisburg Global Academy. ACH payment may be an option for Harrisburg Global Academy and may result in shorter payment terms for the vendor.

The vendor shall issue credits for products that do not meet the member school's standards, such as:

- Product shortage upon delivery
- Product quality
- Food Safety and/or Sanitation
- Specifications set forth in this RFP/Bid

Discount for Prompt Payment: Discounts/terms for prompt payment will not be considered in the evaluation of proposals. However, any offered discount will form part of the awarded contract and will apply if payment is made within the discount period indicated in the proposal by the Proposer. As an alternative to offering a prompt payment discount in conjunction with the proposal, the Proposer may include prompt payment discounts on individual invoices if awarded the contract.

Product Substitution/Manufacturer's Brand Change/Product Reformulation: The Selected Vendor may not supply substitutions, brand changes, or reformulations of products without the written authorization by HGA. If, during the course of the contract, there is a manufacturer's brand change or reformulation of the product, the vendor shall not automatically substitute the product. The vendor shall submit a Child Nutrition Label and/or product specification sheet, Product Formulation Statement, Nutrition Facts, Ingredient Lists, and/or other pertinent product information as deemed by the member schools for approval prior to further shipment. The member schools shall be the sole judges of whether the product(s) are acceptable.

Quantity and Quality of Materials and Services: The Selected Vendor shall furnish and deliver the products/services designated by the contract. All materials, supplies, or services furnished under the contract shall be in accordance with the member schools' specifications, the member schools' sample, or the sample furnished by the Proposer and accepted by the member schools. Materials or supplies that, in the opinion of the member schools, are not in accordance with and conform to the member schools' specifications shall be rejected and removed from the member schools' premises at the vendor's expense. All items of equipment and individual components, where applicable standards have been established, shall be listed by Underwriter Laboratories, Inc. (UL) and bear the UL label.

Outside of the Nutrition Services Department: The Selected Vendor is prohibited from selling or providing items to member schools outside of this contract without the written consent of the Harrisburg Global Academy Nutrition Services Department. Harrisburg Global Academy Nutrition Services Department will evaluate requests based on nutritional content to ensure compliance with United States Department of Agriculture (USDA) and the South Carolina Department of Education guidelines. Vendor shall charge the same price as agreed upon in this RFP/Bid.

Recordkeeping: Any and all documents, books, records, invoices, and/or quotations of SFAs' purchases shall be made available, upon demand, in an easily accessible manner for a period of at least five (5) years from the end of the contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts and transcriptions by the SFA, State, and Federal representatives and auditors in accordance with Federal regulations. Selected Vendor must ensure that any such records held by a subcontractor are likewise subject to these provisions.

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

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

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

Bid No. 26-01 HGA Milk

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

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

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

- (a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the SFA or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer or their designee.
- (b) You are advised to familiarize yourself with South Carolina Code of Laws, Regulation 19-445-2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the SFA during the period beginning eighteen months prior to the Opening Date.

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

All disputes, claims or controversies relating to the Agreement shall be resolved exclusively by the appropriate SFA Procurement Officer. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the Solicitation.

Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgement on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

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

Bid No. 26-01 HGA Milk

False Claims: According to the South Carolina Code of Laws Section 16-13-240, “a person who by false pretense or representation obtains the signature of a person to a written statement or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty” of a crime.

Illegal Immigration: (An overview is available at www.procurement.sc.gov) By signing the Offer, the Offeror certifies that it will comply with the applicable requirements of the South Carolina Code of Laws Title 8, Chapter 14 and agree to provide to the SFA upon request any documentation required to establish either:

- (a) that Title 8, Chapter 14 is inapplicable to the Offeror and its subcontractors or sub-subcontractors; or
- (b) that the Offeror and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14, Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” The Offeror agrees to include in any contracts with subcontractors language requiring subcontractors to (a) comply with the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

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

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

Award Criteria:

The member schools intend to award to the responsible Proposer whose proposal is most advantageous to the schools' program(s) with price and other factors considered.

Criteria	Points
Pricing	50
Customer Service, Satisfaction and References	10
Delivery System	10
Food Safety	10
Ordering System and Reports	10
Local Sourcing	10
Total Points	100

An evaluation committee will evaluate the proposals received. Each committee member will independently score each proposal using the predetermined point system, following the evaluation criteria set out here. Assignment of evaluation points. Each Committee member's proposal scores will be ranked, with the firm receiving the highest score and the highest number of composite points (i.e., if 10 firms submitted proposals, the highest-scoring firm would receive 10 composite points, the second highest would receive 9 composite points, etc.). These composite points will then be added together, and the proposals with the highest overall composite points will be placed on a shortlist.

The lowest cost will be awarded 40 points. For all other cost portions of the proposal submitted by other vendors, the lowest-cost proposal will be divided by each vendor's higher-cost proposal, resulting in a percentage of the 40 points.

Respondents shall be liable for all costs associated with their presentation. The Procurement Services representative shall calculate all scoring and determine a ranking of the shortlisted firms based on the presentation/interview evaluation criteria above. The highest-ranked firm(s) will be recommended for the award.

Proposers will be considered responsible if they score 80 or more points in total. The award will go to the responsible Proposer with the highest score under the criteria.

RFP/BID RESPONSE PACKET REQUIREMENTS

RFP/Bid Requirements: The SFA assumes no responsibility for errors or misinterpretations resulting in incomplete solicitation documents. It is the Proposer’s responsibility to use a complete set of RFP/Bid documents in the preparation and submission of its proposal. The forms furnished as part of this solicitation **MUST** be used for the proposal and must be signed by the proposer. No proposals will be considered unless made on the forms provided and must not be detached from the solicitation document of which it forms a part. Failure to follow these instructions may result in your proposal being disqualified.

1) Proposer will need to complete, sign, and return all attachments that need signatures:

- ATTACHMENT A: Proposer Checklist
- ATTACHMENT B: Vendor Contact Information
- ATTACHMENT C: Non-Collusion Affidavit
- ATTACHMENT D: Certification Regarding Debarment
- ATTACHMENT E: Certification Regarding Lobbying
- ATTACHMENT F: Disclosure Form to Report Lobbying
- ATTACHMENT G: Drug-Free Workplace Form
- ATTACHMENT H: Sex Offender Registry Check
- ATTACHMENT I: Certificate of Independent Price Determination
- ATTACHMENT J: Buy American Form
- ATTACHMENT K: References
- ATTACHMENT L: Food Safety Plan
- ATTACHMENT M: Product Specifications and Conditions
- ATTACHMENT N: Proposer Pricing Sheet
- ATTACHMENT O: Proposer Signature Page

Bid No. 26-01 HGA Milk

ATTACHMENT A: PROPOSER CHECKLIST

This checklist is provided as a convenience to help proposers ensure that a complete proposal is submitted. It is not presented as comprehensive, and compliance therewith does not relieve the proposer of responsibility for meeting any requirements not specifically mentioned in this checklist. Original documents with original signatures are required. Failure to comply with this requirement will constitute proposer disqualification due to non-responsiveness. Fax or emailed documents will not be accepted under any circumstances.

All of the items listed must be returned to constitute a complete response. Please check the box and initial in the appropriate column to signify compliance.

Check <input checked="" type="checkbox"/>	Initials	Required Document
<input checked="" type="checkbox"/>		
<input type="checkbox"/>		Attachment A: Proposer Checklist (this form). All items are checked, initialed, signed, and included in the complete response package. Return completed hard copy with initial
<input type="checkbox"/>		Attachment B: Vendor Contact Information, Return completed hard copy
<input type="checkbox"/>		Attachment C: Non-Collusion Affidavit, Return completed hard copy with original signature
<input type="checkbox"/>		Attachment D: Suspension and Debarment Certification, an completed hard copy with original signature
<input type="checkbox"/>		Attachment E: Certification Regarding Lobbying, Return completed hard copy with original signature
<input type="checkbox"/>		Attachment F: Disclosure to Report Lobbying Return completed hard copy with original signature
<input type="checkbox"/>		Attachment G: Drug Free Work Place, Return completed hard copy with original signature
<input type="checkbox"/>		Attachment H: Sex Offender Registry Form, an completed hardcopy with signature
<input type="checkbox"/>		Attachment I: Certificate of Independent Price Determination , Return completed hard copy
<input type="checkbox"/>		Attachment J: Buy American, Return completed hard copy with original signature
<input type="checkbox"/>		Attachment K: References, Return completed hard copy with original signature
<input type="checkbox"/>		Attachment L: Food Safety and procedures , Return completed hard copy with original signature
<input type="checkbox"/>		Attachment M: Product Specifications and Conditions, Return completed hard copy with original signature
<input type="checkbox"/>		Attachment: N Proposer Pricing sheet, Return completed hard copy with original signature Attachment O Signature Page

ATTACHMENT B: VENDOR CONTACT INFORMATION

The following information is required when submitting a response to this solicitation. Please complete ALL areas.

Mark "N/A" for those that are not applicable. Type or print legibly.

LEGAL NAME OF BUSINESS: _____
DBA OR BUSINESS NAME (IF DIFFERENT) _____

ADDRESS OF BUSINESS

STREET ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP:** _____

PAY OR REMIT ADDRESS

LEGAL NAME OF Business: _____
STREET ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE NUMBER: (____) _____
TOLL FREE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____
BUSINESS FEDERAL IDENTIFICATION NUMBER: _____
(SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM)

ACCOUNT MANAGER: _____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

CUSTOMER SERVICE REPRESENTATIVE: _____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

BILLING QUESTIONS CONTACT PERSON: _____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

EMERGENCY CONTACT PERSON FOR BEFORE/AFTER HOURS: _____
TELEPHONE NUMBER: (____) _____
CELL PHONE NUMBER: (____) _____
FAX NUMBER: (____) _____
EMAIL: _____

Attachment C

Non-Collusion Affidavit

Instruction for Non-collusion Affidavit

1. This non-collusion affidavit is material to any contract awarded pursuant to this proposal.
2. This non-collusion Affidavit must be executed by the member, officer, or employee of the potential vendor who makes the final decision on prices and the amount quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the potential vendor with responsibilities for the preparation, approval, or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an affidavit must be submitted separately on behalf of each party.
5. The term “complementary proposal” as used in the Affidavit has the meaning commonly associated with that term in the proposal process and includes the knowing submission of proposals higher than the proposal of another firm, an intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in the disqualification of the proposal.

(Attachment C continued)

Non-Collusion Affidavit

Signature Page

STATE OF)

COUNTY OF)

_____, of lawful age, being first sworn on oath, say that he/she is the agent authorized by the FSMC to submit the attached proposal. Affiant further States that the FSMC has not been a party to any collusion among FSMCs or other parties in restraint of freedom of competition by agreement to submit a proposal at a fixed-price or to refrain from submitting a proposal; or with any State official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the potential vendor/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this proposal.

Signed

Subscribed and sworn before me this _____ day of _____, 20_____

Notary Public (or Clerk or Judge) _____

My commission expires _____

Attachment D

Certification Regarding Debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Name of : _____

Date: _____

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

NOTE: SFA must attach a copy of the of the Excluded Parties List System (EPLS) webpage indicating the potential Contractor has neither been debarred nor suspended.

Attachment E

Certification Regarding Lobbying

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

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

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, the Department of Transportation and the United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application bid/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
 - b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

Attachment E (Continued)

Certification Regarding Lobbying

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activities, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Attachment E (Continued)

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee Mountain Island Charter School in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Mountain Island Charter School in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Attachment F (Continued)

Disclosure Form to Report

Lobbying Activities

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure.)

Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. proposal/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee</p> <p>Tier _____, <i>if known:</i></p> <p>Congressional District, <i>if known:</i></p>	<p>12. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:</p> <p>Congressional District, <i>if known:</i></p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Federal Action Number, <i>if known:</i></p>	<p>9. Award Amount, <i>if known:</i></p> <p>\$</p>	

Attachment F (Continued)

Disclosure to Report Lobbying

<p>10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i></p> <p>(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services <i>(Incl. Address if different from No. 10a) (last name, first name, MI):</i></p>
<p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____</p> <p>Actual Planned</p> <p>12. Form of Payment <i>(check all that apply):</i></p> <p>____ a. cash</p> <p>____ b. in-kind; specify: nature _____ value _____</p>	<p>13. Type of Payment <i>(check all that apply):</i></p> <p>____ a. retainer</p> <p>____ b. one-time fee</p> <p>____ c. commission</p> <p>____ d. contingent fee</p> <p>____ e. deferred</p> <p>____ f. other; specify: _____</p>
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p>(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached: Yes No</p>	

Attachment F (Continued)
Disclosure to Report Lobbying

<p>12. Information requested through this form is authorized by article 31 U.S.C. section 1352.</p> <p>This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>
<p><i>Federal Use Only:</i></p> <p><i>Authorized for Local Reproduction of:</i></p> <p>Standard Form - LLL</p>	

Attachment G

Drug Free Workplace

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

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

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

(Attachment G continued)

Drug Free Workplace

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

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

Certification Regarding Drug-Free Workplace Requirements

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will (1) abide by the terms of the statement; and (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the

(Attachment G continued)

Drug Free Workplace

Rehabilitation Act of 1973, as amended; or (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), I and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

The undersigned certifies compliance with the Drug-Free Workplace Requirements

Name/Address of Organization

Name/Title of Submitting Official

Signature

Attachment H

Sex Offender Registry Check

Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- Initial
- Supplemental
- Annual

I, _____(insert name), _____(insert title) of _____(insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above- named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school upon request. I specifically acknowledge that the school retains the right to audit these records to ensure compliance with this section at any time in the school's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

(attach additional page(s) if needed)

I attest that the foregoing information is true and accurate to the best of my knowledge.

(print name)

(signature)

(title)

(date)

Attachment I

Certificate of Independent Price Determination

State of _____:

Contract/Proposal Title: _____:

County of _____:

I state that I am _____ of _____
(Title) (Name of Firm)

authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, or potential vendor.

Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a potential vendor, and they will not be disclosed before proposal opening.

No attempt has been made or will be made to induce any firm or person to refrain from Submitting a proposal for this this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

The proposal of my firm has made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

_____, its affiliates, subsidiaries, officers, directors,

employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows

Attachment J

BUY AMERICAN CERTIFICATION FORM

Note: Complete this form if you are a food and/or beverage supplier only.

Harrisburg Global Academy is to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the National School Lunch Act defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically.

I/we _____, certify

Vendor Name

that only domestic commodities or food/beverage products will be supplied to Harrisburg Global Academy unless otherwise mutually agreed upon.

Signature: _____ Date: _____

Two situations may warrant a waiver to permit the purchase of foreign food products.

1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of satisfactory quality.

2) Competitive bids reveal that the cost of a U.S. product is significantly higher than that of a foreign product.

3) Please list any non-domestic products listed in product specs that will require a waiver. Please use a separate page/pages if necessary.

(If the member schools have agreed to purchase a non-domestic food or beverage item, justification documentation will be kept on file by the member schools.)

Product Description	Vendor or item Number	Reason for waiver request

Attachment K
References Form

References

Proposers must submit three school districts of similar size that are current customers. Proposers, therefore, release the organizations and individuals listed in this form from any claim or liability because of responses given to requests for information by the member schools regarding the vendor and/or vendor's performance of work.

Name of School:

Address:

Telephone:

Contact:

Start/End Date:

Name of School:

Address:

Telephone:

Contact:

Start/End Date:

Name of School:

Address:

Telephone:

Contact:

Start/End Date:

Attachment M

Products Specifications and Conditions

Product Specifications and Conditions: All milk products shall be Grade A, produced in conformance with the North Carolina Agriculture Code, rBST-free, no Antibiotic residue, and meet USDA Federal meal program nutrient standards.

General Information: All milk and dairy products shall conform to the minimum dairy food specifications and definitions as shown in the Agricultural Code of South Carolina. Fluid milk and milk products shall be manufactured and packaged as defined in the state regulations governing the production and sale of milk and milk products, as published by the State Board of Health. Milk and milk products shall be pasteurized, homogenized, and vitamin fortified. All products must comply with the provisions of Federal, State, county, and city laws governing their production, handling, processing, marketing, and labeling.

Packaging: Packages shall be so construed as to ensure safe and sanitary transportation to the point of delivery. Damaged containers may be rejected and returned for credit or immediate replacement to the original site at no cost to the member schools for product or delivery. All packaging materials shall be FDA-approved and comply with all pertinent state and federal regulations for safe use with food. Packaging materials shall impart no odor, flavor, or color to the product. Cases or products shall be clearly and legibly labeled with product name, code, weight, and count. All costs for containers shall be borne by the vendor.

Pricing: Contract prices awarded in response to this price request shall remain firm for the duration of the contract. However, prices for milk and dairy products can escalate or de-escalate in accordance with changes in Class I, II, and III price levels regulated by the South Carolian Department of Food and Agriculture, Grade A Milk Program.

Any changes (up or down) in price must be announced to Harrisburg Global Academy 30 days preceding the effective price change. Any changes in prices must be documented in the Milk Program's announcement and accompanied by conversion calculations showing how the amount of change was determined. In the event of a price change effective between the opening date of this price request and the inception date of the contract, the successful vendor shall reflect any decrease and may reflect any increase at the beginning of the contract.

Ordering: Harrisburg Global Academy prefers to place orders online and receive email confirmation. Harrisburg Global Academy reserves the right to add, remove, or delete products based on school needs. Only vendors with no minimum order requirements will be considered for the award.

Substitutions: Substitutions in quality or quantity must receive prior approval from the Nutrition Services Department in order to qualify for payment.

Delivery: Harrisburg Global Academy will need 1-3 deliveries days per week deliveries due to storage limitations or volume purchases. Deliveries shall be made utilizing refrigerated trucks. All deliveries shall take place between 7:00 a.m. and 1:00 PM. Dark drops will not be accepted. If a scheduled delivery day falls on a holiday, deliveries will occur on the next business day. The vendor shall pick up all empty milk crates when milk is delivered. For emergency orders, the vendor will be required to make direct deliveries. Dairy must be delivered to Harrisburg Global Academy in refrigerated trucks to reduce perishability. Trucks are to be cleaned regularly, kept free of excessive dirt and debris, and clearly labeled with the vendor's name

Vendor Signature _____ Date _____

Attachment N

Proposer Pricing Sheet

Harrisburg Global Academ intends to award one Agreement for the Scope of Services, as detailed in this RFP/Bid, to the most qualified Proposer. Proposer must bid on all items to be considered responsive. Proposers must quote prices FOB Destination to the delivery location designated. Harrisburg Global Academy, 11774 Harrisburg Road, Indian Land, SC 29707

All items proposed shall comply with the U.S. Pure Food and Drug Act, SC Department of Agriculture requirements, county/city laws and ordinances for their production, handling, processing, marketing, and labeling. Standard industry pack is to be provided.

Item Description & Specifications	Unit	12 Months Estimated Usage		Extended Delivery Price	Pack Size
Chocolate Milk, FF, Homogenized, No High Fructose Corn Syrup, Paper carton, 50/case	8 oz	32,000			
Strawberry Milk, FF, Homogenized, No High Fructose Corn Syrup, Paper carton, 50/case	8 oz	18,000			
Milk, 1%, 50/case Homogenized, Paper carton,	8 oz	10,000			
Totals					

Attachment N
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Attachment O
Proposer Signature Page

Harrisburg Global Academy
RFP/Bid # 26-01 Milk

In accordance with the contract documents, the undersigned propose to supply all products and perform all work specified therein.

Vendor Signature _____ Date _____

Harrisburg Global Academy

Signature _____ Date _____