

GLEAMNS HUMAN RESOURCES COMMISSION

June 8, 2018

COUNTIES SERVED

Abbeville
Anderson
Edgefield
Fairfield
Greenwood
Laurens
Lexington
McCormick
Newberry
Oconee
Pickens
Richland
Saluda

REQUEST FOR SEALED PROPOSALS

FOOD, NON-FOOD & CHEMICAL ITEMS FOR CHILD CARE FOOD PROGRAM (CCFP)

SOLICITATION NUMBER: P05-10-18

TYPE OF CONTRACT: FIXED PRICE WITH ESCALATION

PROPOSAL DUE DATE & TIME: 4:00PM, JUNE 29, 2018

**ON JUNE 29, 2018 @ 4:00PM, ONLY BUSINESSES' NAMES WILL BE
READ ALOUD, ACKNOWLEDGING RECEIPT OF THEIR PROPOSALS.
NO PROPOSALS WILL BE OPENED AT THAT TIME**

NUMBER OF COPIES TO SUBMIT: ONE (1) ORIGINAL

SUBMIT SEALED PROPOSALS TO:

**GLEAMNS HUMAN RESOURCES COMMISSION
ATTN: PURCHASING
P O BOX 1326
GREENWOOD SC 29648**

OR

**237 N HOSPITAL ST
GREENWOOD SC 29646
(HAND & EXPRESS MAIL DELIVERIES ONLY)**

MARK PROPOSALS WITH 'SOLICITATION NUMBER: P05-10-18'

**FOR QUESTIONS TO THIS SOLICITATION, CONTACT CHARLES
VAUGHN @ cvaughn@gleamnshrc.org OR 864/229-8806.**

Executive Offices

237 North Hospital Street, Greenwood, SC 29646 • PO Box 1326, Greenwood, SC 29648
(864) 223-8434 • Fax (864) 223-9456
www.gleamnshrc.org

GENERAL INFORMATION

GLEAMNS Human Resources Commission, heretofore known as GLEAMNS, invites you to submit a sealed proposal in accordance with the requirements of this solicitation as follows:

This request for proposals does not commit GLEAMNS to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the activities, goods or services described. GLEAMNS reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified contractors, to vary the provisions of a request at any time prior to the execution of the contract, or to cancel in part or in whole this request, if it is in the best interest of GLEAMNS.

Each Respondent will be required to submit three (3) references which would include a name, address, telephone number, mobile number, email address, and general description of similar agreements and services performed in the past two (2) years.

Proposals will not be reviewed if they are late or not responsive, i.e., not containing all requested specifications, costs and other information, and submitted in the manner prescribed.

The proposals will be reviewed solely on the material they contain. No modifications, additions, or substitutions to any proposals will be accepted from Respondents after the closing date and time.

GLEAMNS reserves the right to select such offer of which it deems appropriate and is not bound to accept any proposal based on price alone, further reserving the right to reject any or all proposals if it is deemed to be in GLEAMNS's best interest.

Questions concerning the Request for Proposals will be accepted until the specified closing date/time and should be addressed as specified in this solicitation.

Small, minority, and women owned businesses are encouraged to submit proposals, with due consideration given to all Respondents.

All Respondents are to submit (1) ORIGINAL proposal.

GLEAMNS may require selected Respondents to participate in cost negotiations, technical revisions or other revisions to their proposals prior to contract finalization.

The offer, solicitation or acceptance of gratuities or compensation, intended to influence the contractor selection process is expressly prohibited.

GLEAMNS reserves the right to disqualify (with reason) a Respondent from the qualified contractors list.

All Respondents will be notified as to the acceptance or rejection of their offer in writing.

GLEAMNS reserves the right to seek appropriate administrative, contractual, or legal remedies in instances in which Respondents violate or breach contract terms.

Provisions for termination of the contract by GLEAMNS or the recipient, and the basis of the settlement in cases of default, or because of circumstances beyond the control of the contractor shall be clearly defined.

EQUAL EMPLOYMENT OPPORTUNITY

All contractors awarded contracts exceeding \$100,000 must comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.)

All contractors and subcontractors awarded contracts exceeding \$100,000 are required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Region Office of the Environmental Protection GLEAMNS (EPA).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

For all contracts or sub-grants of \$100,000 or more, GLEAMNS shall obtain from the contractor a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of GLEAMNS, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

DEBARMENT AND SUSPENSION (E.O.S. 12549 AND 12689)

For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11), (\$100,000 in 2005) GLEAMNS shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

DRUG-FREE WORK PLACE CERTIFICATION: By submitting a proposal, Respondent certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-Free Workplace Act.

ETHICS ACT: By submitting an offer, you certify that you are in compliance with South Carolina Ethics, Government Accountability, and Reform Act of 1991, as amended.

OCCUPATIONAL HEALTH & SAFETY ACT: The successful contractor has the responsibility for the overall compliance with the OSHA regulation and code.

TAXES: 7%-8% South Carolina sales tax (depending on county) shall be listed as a separate line item on proposal for all equipment and supplies/materials, labor being excluded.

QUESTIONS FROM CONTRACTORS: Any prospective Respondent desiring an explanation or interpretation of the solicitation must be in writing. Questions must be received five (5) days prior to deadline date/time. All questions should **only** be directed to Charles Vaughn, Purchasing Manager @ cvaughn@gleamnshrc.org, faxed to 864/223-9456 or mailed to P O Box 1326, Greenwood SC 29648. Label any communication regarding your questions with the name of the Purchasing Manager, and the solicitation title and number. **ORAL EXPLANATIONS OR INSTRUCTIONS WILL NOT BE BINDING.** Any information given a prospective contractor concerning a solicitation will be furnished promptly to all other prospective contractors as an Amendment to the Solicitation.

AMENDMENT TO THE SOLICITATION: The solicitation may be amended at any time prior to opening. All Respondents should check for amendments. It shall be the vendor's responsibility to insure that amendments have been received and acknowledged on the provided form:

- By signing and returning the amendment.
- By identifying the amendment number and date in the space provided.

IF THIS SOLITATION IS AMENDED, THEN ALL TERMS AND CONDITIONS WHICH ARE NOT MODIFIED REMAIN UNCHANGED.

AWARD NOTIFICATION: Notice regarding any award or cancellation of award will be sent to all Respondents who submitted a proposal.

COMPLIANCE WITH LAWS: During the term of this contract, all sub-contractors shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTOR PERSONNEL: The contractor shall enforce strict discipline and good order among the sub-contractor's employees and other persons carrying out the contract.

REJECTION/CANCELLATION: GLEAMNS may cancel this solicitation in whole or in part. GLEAMNS further reserves the right to purchase in the best interest of GLEAMNS.

INCURRING COSTS: GLEAMNS shall not be liable for any costs incurred by firms prior to the issuance of a contract.

INTRODUCTION

GLEAMNS is a public non-profit human services agency chartered in February 1966. The purpose of this Corporation is to implement activities under the Economic Opportunity Act of 1964, PL 88-452, the Omnibus Budget Reconciliation Act of 1981 and subsequent related legislation to aid in improving education, economic opportunities, living environment and general welfare of the people living in Abbeville, Anderson, Cherokee, Edgefield, Fairfield, Greenwood, Laurens, Lexington, McCormick, Newberry, Oconee, Pickens, Richland, Saluda, and Spartanburg counties of South Carolina. The goal of this Corporation is the elimination of poverty by reducing the barriers which prevent low-income persons from improving themselves and to promote self-sufficiency through the development of programs funded by state and federal agencies.

INTRODUCTION – CCFP: The Child Care Food Program (CCFP) provides meals (breakfasts and lunches) and snacks to the children of the Head Start, Early Head Start and Child Development Programs. The types of meals and snacks served depend on the ages of the children, when they arrive at the center, and how long they will stay. Meals and snacks are prepared in nine kitchens of our Head Start locations in eight different counties. Some of these kitchens also prepare meals and snacks for other Head Start locations of GLEAMNS.

SCOPE OF WORK

GLEAMNS seeks competitive sealed proposals for the Child Care Food Program (CCFP) to purchase food, non-food and chemical items for two (2) school terms, 2018-2020, for the benefit of our Head Start, Early Head Start and Child Development Programs. The Child Care Food Program is responsible for serving approximately 1800 persons daily during the months of August thru May of each school term and for summer programs during months of May thru August for the Early Head Start and Child Development Programs. Attached to this RFP are lists of milk, food, non-food & chemical items. Vendors must insert their item numbers and costs for every line item that they are able to supply, based on the four applicable categories. GLEAMNS reserves the right to award milk, non-food & chemical items to different Respondents. GLEAMNS also reserves the right to award more than one Respondent for food items.

REQUIREMENTS FOR SELECTED VENDORS

Deliver food items one time per week to nine locations

(except for holidays and scheduled school closings) between the hours of 7:00am and 2:00pm. **NO EXCEPTIONS.**

Deliver non-food items, as ordered, to nine locations between the hours of 7:00am and 2:00pm. **NO EXCEPTIONS**

Receive orders via electronic process for food, non-food & chemical items.

Milk orders will be verbally given to milk delivery truck driver(s).

Deliver milk items 2 – 3 times per week to any of the listed 11 locations between the hours of 7:00am and 2:00pm. The following is a preferred schedule: Tuesdays & Thursdays for 2-Day deliveries; Mondays, Wednesdays & Fridays for 3-day deliveries. Milk must be

delivered in sturdy milk crates, such as plastic. All empty milk crates shall be picked up on each delivery. Weekly milk cartons usage has been provided for Respondents to determine required milk delivery days (see Pages 4 & 5 of Attachment A below).

Awarded vendors will be notified of 1st delivery dates prior to school opening.

Supplier of chemicals will be required to set up and monitor all chemical equipment on at least a quarterly basis, or as necessary, to all 11 locations, including two satellite locations: North Hodges Head Start Center, 212 N Hodges School Rd, Hodges SC 29653; and Platt Springs Head Start Center, 1309 Platt Springs Rd, West Columbia SC 29169.

For these two (2) satellite locations, chemical supplies will be purchased through our Greenwood & Pineview Head Start Centers respectively. Inspection reports must be emailed to Patricia Sawyer, Child Care Food Program Manager @ psawyer@gleamnshrc.org.

SPECIAL PRODUCT INFORMATION REQUIREMENT

FOOD – the following information is required for all food items submitted: nutrition information **and** one of the following: CN labels (Child Nutrition label) or Product Specification Sheet (also referred to as a Manufacturer’s Analysis Sheet). (See Attachment I for more information)

CHEMICAL – safety data sheets will be required for all chemical items submitted.

Note – all of the above information will be required from the awarded Respondent(s) for food and chemical items within 30 days of award. If this requirement is not met, GLEAMNS reserves the right to offer award to next responsible and responsive Respondent(s) for these categories.

GLEAMNS ORDERING PROCESS Orders will be placed at least one day prior to delivery via electronic ordering system from the office of the Child Care Food Program manager in Greenwood. Orders will include food and non-food item numbers and current prices for each location.

PRICING

FIXED PRICE WITH ESCALATION/DE-ESCALATION

Milk – All prices shall be firm for 30 days, after which prices for milk may increase or decrease in accordance with changes in Class I raw milk prices based on monthly Federal Milk Order Announcements for the applicable geographical zone. Prices for milk delivered may be escalated or de-escalated at the rate of \$0.001 per half pint for each full \$0.15 increase/decrease in raw milk per hundred weight. Any changes (up or down) in prices are required to be announced in writing to the Child Care Food Program Manager 30 days prior to the effective date of the price change for review. Any changes in price must be accompanied by a copy of the Federal Milk Order relied upon in issuing said price change. In addition to the above requirement, Suppliers are required to submit to the Child Care Food Program Manager conversion calculations showing the manner of arriving at the amount of the price change.

OTHER REQUIREMENT OF RESPONDENT(S)

The awarded Respondent(s) for food items will be required to submit a copy of their most recent DHEC Inspection Report and a copy of their procedures for food safety measures (temperatures), both copies in respect to their warehouse and trucks.

QUALIFICATIONS OF RESPONDENT(S)

CERTIFICATION OF RESPONDENT(S)

CONTRACT ADMINISTRATOR

The contract administrator for this project is Charles Vaughn and can be contacted via email at cvaughn@gleamnshrc.org.

PROPOSALS

A five-page Proposal Form (ATTACHMENT A) including request for three references who received vendor's similar services in the last two years, is attached to the end of this Request for Sealed Proposals and must be used as offer. GLEAMNS reserves the right to issue supplementary information during the proposal preparation period. All proposals become the property of GLEAMNS and will be kept confidential until after an award of the successful Respondent(s) is made. Thereafter, they will be kept on file for a period of 3 years. If the Respondent believes any portion of its proposal to be proprietary information, it must specify in its proposal the portions which are considered to be proprietary. All proposals are generally considered to establish contractor offers, not to be withdrawn for ninety (90) days after the date set for proposal acceptance. Once submitted, Respondents may only change or withdraw proposals up to the day and time of proposal deadline. GLEAMNS reserves the right to reject the proposal of any vendor where the available evidence or information does not satisfy GLEAMNS that the vendor is qualified to carry out the terms of the contract.

LATE PROPOSALS

GLEAMNS will not accept late proposals and will attempt to notify the business that submitted a late proposal, request for withdrawal or request for modification in order for them to pick up their package. No packages will be returned at the expense of GLEAMNS.

EVALUATIONS

The selection procedure for this procurement requires the evaluation of the proposals be completed by an evaluation committee. The committee will rate each proposal and through these ratings GLEAMNS will recommend the Respondent(s) that has/have submitted a proposal most beneficial to GLEAMNS in accordance with the criteria.

Once all offers have been scored, committee will select the best offers eligible for award. This list will be forwarded to the Purchasing Department, who will contact the references of these Respondents to complete a reference questionnaire. Once the reference questionnaire has been evaluated by the evaluation committee, evaluation committee will then select the most responsive and responsible Respondent(s) for award, in the best interest of GLEAMNS.

CRITERIA FOR TECHNICAL EVALUATION

Criteria to be used by GLEAMNS for the technical evaluation of this specific procurement are listed below. Each evaluation will be reviewed and decisions made in a timely manner.

RESPONDENT EVALUATION METHOD A percentage evaluation method will be used to award Respondent(s) according to the following:

FOODS – 30% - Delivery
30% - Product availability
40% - Price

NON-FOODS & CHEMICALS –
30% - Delivery
30% - Product availability
40% - Price

MILK – 30% - Deliver to any 11 locations 2-3 times per week, 7:00am – 2:00pm
30% - Product availability
40% - Price

CAN CUTTING

GLEAMNS has the right to order a can cutting after the proposals are received and evaluated. If a can cutting is needed for further evaluation of Respondents, a letter of instructions will be sent to all food Respondents submitting a sealed proposal.

RESPONDENT AWARD DATE Respondent(s) will be selected on or about Tuesday, July 17, 2018.

AWARD OF CONTRACT

Award will be made to the successful Respondent(s) following the evaluation process. GLEAMNS will award a contract to the responsible and responsive Respondent(s) submitting an offer. GLEAMNS will send notices of the successful Respondent(s) to all Respondents to this solicitation, which includes, but not limited to, 'Letters of Intent to Award' and 'Letters of Award'. Said notices shall constitute acceptance of the successful Respondent's(s) proposal(s). However, it does not signify that a contractual agreement has been entered into. A copy of GLEAMNS's Procurement Grievance Policy is attached to this solicitation.

CONTRACT PERIOD

This is a **TERM CONTRACT**, beginning August 1, 2018 and ending July 31, 2020, subject to availability of fiscal funding and satisfactory performance, all terms and conditions, except for any price redetermination as authorized elsewhere in this contract, remain unchanged, unless either party of contracts gives written notice of termination to the other at least 60 days in advance anytime during the term of contract.

COMPENSATION

Respondent(s) will submit to GLEAMNS their completed invoices and mail to: GLEAMNS HRC, Attn: Accounts Payable, P O Box 1326, Greenwood SC 29648. Invoices must include pertinent information of all purchases. The CCFP manager will review and approve all invoices. Invoices will be paid within fifteen (15) days of receipt.

LABOR AND PROCUREMENT REQUIREMENTS

The Respondent and all subcontractors of the Respondent shall comply with the labor laws of the State of South Carolina and all other laws, ordinances, and legal requirements affecting the work in Abbeville, Edgefield, Greenwood, Laurens, Lexington, McCormick, Newberry, Richland and Saluda counties.

CONTRACTOR'S LIABILITY INSURANCE

(1) Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the contractor from the types of claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the contractor's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting thereof; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Contractor's obligations under the provision entitled Indemnification -- Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises -- Operations, (ii) Independent Contractor's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising

Injury, (v) Contractual, including specific provision for contractor's obligations under the provision entitled Indemnification --Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

- Liability insurance, minimum \$500,000 coverage
- Workers compensation, minimum \$100,000 coverage, or as required

(4) Required Documentation. (a) Prior to commencement of the work, Contractor shall provide to GLEAMNS a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, Contractor shall provide to GLEAMNS a written endorsement to the Contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of GLEAMNS as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the Contractor's insurance agent or the insurance company.

(5) Contractor shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) GLEAMNS's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of Contractor's obligations to obtain the required insurance.

GLEAMNS'S RIGHTS AND LIABILITIES

GLEAMNS reserves and holds the following rights and options which may be exercised at its sole discretion:

- To accept or reject any proposal which in its judgment is for the best interest of GLEAMNS, and all Respondents are notified that such acceptance or rejection shall be without liability on the part of GLEAMNS for any action brought by any Respondent because of such acceptance or rejection, nor shall the Respondents seek any recourse of any kind against GLEAMNS because of such acceptance or rejection. The submittal of a Proposal in response to this notice shall constitute an agreement of the Respondent to these conditions.

- To select and enter into agreement with the Respondent(s) which, at GLEAMNS's sole discretion, best satisfy the requirements, goals and objectives of GLEAMNS.
- To terminate or resume the procurement process by written notice to the Respondents for any reason whatsoever.
- To reject or set aside for subsequent reactivation any and all proposals by written notice to such Respondents for any reason whatsoever.
- To supplement, amend, or otherwise modify the scope of services at any time after receipt of proposals.
- To execute the agreement with the most responsible and responsive Respondent(s) as evidenced by the content of the proposal and any clarifications and changes made thereto during the procurement process that meets the requirements and evaluation criteria as set forth.
- The lowest costs to GLEAMNS in its proposal.
- To seek and receive clarifications of any changes to any proposal at any time.
- To enter preliminary or final negotiations at any time with any Respondent individually or simultaneously with one or more other Respondents.
- To conduct any clarification or negotiation process with any Respondent.
- To set or modify any deadline for the completion of any clarification or negotiation phase of the procurement process.
- To reduce or expand at any time the list of Respondents with which GLEAMNS is actively engaged in any clarification or negotiation process, based on the evaluation factors set forth as applied to the state of development of each proposal as revised to such date.

Furthermore, each Respondent, by submitting its proposal, agrees to hold GLEAMNS harmless and free from all liability, loss, injury, and/or cost and expense **which might be** incurred by such Respondent in responding or as a consequence of its response and agrees to waive any and all claims for damages arising in connection with the procurement process contemplated by GLEAMNS.

EMPLOYMENT OF ALIENS

All Respondents, as a condition to doing business with GLEAMNS, are required to comply with all applicable laws and regulations relating to the employment of aliens. If it is determined that a Respondent fails to comply with any such employment laws or regulations during the course of any GLEAMNS projects, such failure may constitute material breach of the Respondent's contractual relationship with GLEAMNS and GLEAMNS may take all reasonable steps to terminate its relationship with the Respondent.

NONDISCRIMINATION

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

- The Respondent will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, age, creed, color, national origin or disability.

- The Respondent will also take affirmative action to ensure that applicants are recruited and employed, and that employees are treated during employment without regard to their race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
- The Respondent, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Respondent, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Respondent's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The Respondent agrees to attempt in good faith to employ minority and female workers consistent with the applicable state employment goals as amended and supplemented from time to time in accordance with a binding determination of the applicable county employment goals.
- The Respondent agrees to provide written notice to all recruitment agencies, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, physical disability, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.
- The Respondent or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to race, religion, sex, sexual orientation, age, creed, color, national origin or disability, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of South Carolina, federal law, and applicable federal court decisions.

THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act applies to GLEAMNS, its programs, services, activities and facilities.

GLEAMNS HUMAN RESOURCES COMMISSION

REQUEST FOR SEALED PROPOSALS

**FOOD, NON-FOOD & CHEMICAL ITEMS FOR
CHILD CARE FOOD PROGRAM (CCFP)**

SOLICITATION NUMBER: P05-10-18

PROPOSAL SUBMISSION FORM

Name of Business _____

Owner/Operator _____

Complete Address _____

Business Contact Person _____

Telephone No. _____

Mobile No. _____

Fax No. _____

Email Address _____

Years in Business _____

PROPOSAL SUBMITTED FOR *(check all that apply):*

FOOD ITEMS _____

NON-FOOD & CHEMICAL ITEMS _____

MILK ITEMS _____

Vendor # _____ *(To Be Assigned By Purchasing Dept.)*

REFERENCES

Name _____ Contact No. _____

Complete Address _____

Email Address _____

Description of Services Provided _____

Name _____ Contact No. _____

Complete Address _____

Email Address _____

Description of Services Provided _____

Name _____ Contact No. _____

Complete Address _____

Email Address _____

Description of Services Provided _____

Vendor # _____ (To Be Assigned By Purchasing Dept.)

**LOCATIONS/DELIVERY SCHEDULE
FOOD, NON-FOOD & CHEMICAL ITEMS**

LOCATIONS	AVERAGE NUMBER OF PERSONS SERVED DAILY	DELIVERY DAY(S) F/ NON-FOOD & CHEMICAL ITEMS ONLY. (SEE DELIVERY REQUIREMENTS FOR FOOD ITEMS)
ABBEVILLE HEAD START CENTER 706 Carolina Cir off S Main St Abbeville SC 29620	118	
EDGEFIELD HEAD START CENTER 141 SE Diggs Rd Trenton SC 29847	122	
GREENWOOD HEAD START CENTER 1401 By-Pass 25 SE Greenwood SC 29646	421	
McCORMICK HEAD START CENTER 615 Clayton St McCormick SC 29835	48	
NORTH HODGES HEAD START CENTER 212 North Hodges School Rd Hodges SC 29653	120	
PINEVIEW HEAD START CENTER 1916 Pineview Dr Columbia SC 29201	308	
PLATT SPRINGS HEAD START CENTER 1309 Platt Springs Rd W Columbia SC 29169	120	
RIKARD HEAD START CENTER 215 Rikard School Rd Prosperity SC 29127	207	
SALUDA HEAD START CENTER 117 S Bouknight Ferry Rd Saluda SC 29138	144	

Vendor # _____ (To Be Assigned By Purchasing Dept.)
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LOCATIONS/DELIVERY SCHEDULE
FOOD, NON-FOOD & CHEMICAL ITEMS – Cont'd

LOCATIONS	AVERAGE NUMBER OF PERSONS SERVED DAILY	DELIVERY DAY(S) F/ NON-FOOD & CHEMICAL ITEMS ONLY. (SEE DELIVERY REQUIREMENTS FOR FOOD ITEMS)
SANDERS HEAD START CENTER	132	
125 Gleamns St Ste A		
Laurens SC 29360		
ST. ANDREWS HEAD START CENTER	242	
1400 St Andrews Rd		
Columbia SC 29210		

LOCATIONS/DELIVERY SCHEDULE
MILK ITEMS

LOCATIONS	WEEKLY CARTONS USAGE	MILK TYPE (MILK FAT)	DELIVERY DAYS
ABBEVILLE HEAD START CENTER	880	1%	
706 Carolina Cir off S Main St	200 (EHS)*	WHOLE	
Abbeville SC 29620			
EDGEFIELD HEAD START CENTER	600	1%	
141 SE Diggs Rd	250 (EHS)*	WHOLE	
Trenton SC 29847			
GREENWOOD HEAD START CENTER	2,420	1%	
1401 By-Pass 25 SE	250 (EHS)*	WHOLE	
Greenwood SC 29646			
McCORMICK HEAD START CENTER	480	1%	
615 Clayton St			
McCormick SC 29835			
NORTH HODGES HEAD START CENTER	1,320	1%	
212 North Hodges School Rd			
Hodges SC 29653			
PINEVIEW HEAD START CENTER	1,760	1%	
1916 Pineview Dr			
Columbia SC 29201			
PLATT SPRINGS HEAD START CENTER	1,320	1%	
1309 Platt Springs Rd			
W Columbia SC 29169			
RIKARD HEAD START CENTER	2,070	1%	
215 Rikard School Rd			
Prosperity SC 29127			
SALUDA HEAD START CENTER	1,050	1%	
117 S Bouknight Ferry Rd	320 (EHS)*	WHOLE	
Saluda SC 29138			

* Early Head Start

Vendor # _____ (To Be Assigned By Purchasing Dept.)
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LOCATIONS/DELIVERY SCHEDULE – cont'd
MILK ITEMS

LOCATIONS	WEEKLY CARTONS USAGE	MILK TYPE (MILK FAT)	DELIVERY DAYS
SANDERS HEAD START CENTER 125 Gleamns St Ste A Laurens SC 29360	1,320	1%	
ST. ANDREWS HEAD START CENTER 1400 St Andrews Rd Columbia SC 29210	2,420	1%	

 Signature of Representative Submitting Proposal

 Date

ATTACHMENT I

CN Labels and Product Specification Sheets

In the Child and Adult Care Food Program main dish combination products that are commercially processed, such as ravioli, beef stew, spaghetti with meat sauce, egg rolls, pizza, potpies, etc., must not be counted towards a creditable meal unless you have a Child Nutrition (CN) Label or Product Specification Sheet (also referred to as a Manufacturer's Analysis Sheet)

Both CN Labels and Product Specification Sheets provide the formulation of a food item; for example, exactly how much meat is in a beef burrito, or how much bread is on a breaded fish portion. These forms of documentation show that the product contains sufficient quantities of meat/meat alternate, grains/breads, and vegetables/fruit.

CN Labels

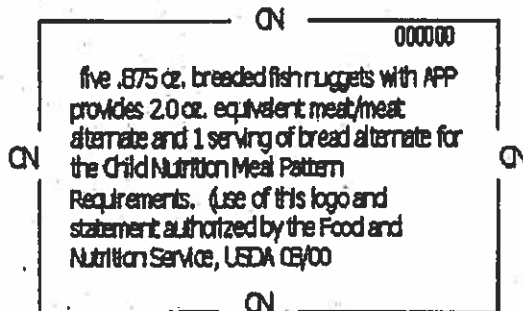
CN Labels state the meal contribution and serving size of a product. They provide a warranty against audit claims and disallowances if the product is used in accordance with the manufacturer's directions.

Products eligible for CN Labels are main dish products that contribute to the meat/meat alternate component of the CACFP meal pattern.

Examples: beef patties, cheese or meat pizzas, meat or cheese and bean burritos, egg rolls, chicken nuggets, corn dogs, fish sticks and breaded fish portions.

CN labels are found on the outer packaging of products purchased in bulk. If you have your food delivered by a vendor or purchase your food at a warehouse type store you should be able to obtain CN Labeled products.

Example of a CN Label:



For a detailed explanation of CN Labeling please see the attached information from the USDA Food & Nutrition Service (FNS) website regarding CN Labels.

IF a product without a CN label is purchased and the product does not meet CACFP requirements, you risk not being reimbursed for the meals containing the food product.

Product Specification Sheets

A Product Analysis Sheet or Manufacturer's Analysis Sheet also states the meal contribution, and serving size of a product. No two sheets look the same, but they will all contain a statement about the amount of meat or meat alternate, bread/grain, and/or fruit or vegetable component per serving. This sheet must be signed by an official of the manufacturer, not a salesperson. To obtain a Manufacturer's Analysis Sheet, call the 1-800 number on the packaging. Upon request the food manufacturer can fax or mail this information.

Approval from the awarding Organization may be required.

Right to Audit Clause

GLEAMNS HRC requires a "Right to Audit" clause in all contracts between the Organizations and contractors that either:

- Take any form of temporary possession of assets directed for the Organization, or
- Process data that will be used in any financial function of the Organization.
- This Right to Audit clause shall permit access to and review of all documentation and processes relating to the contractor's operations that apply to GLEAMNS HRC, as well as all documents maintained or processed on behalf of GLEAMNS HRC, for a period of three years. The clause shall state that such audit procedures may be performed by GLEAMNS HRC's employees or any outside auditor or contractor designated by the Organization.

Contractor Files and Required Documentation

The Finance Department shall maintain a file for new contractors from whom GLEAMNS HRC purchases goods or services.

The Purchasing Department shall mail or e-mail a blank Form W-9 to new contractors and request that the contractor complete and sign the W-9 (or provide equivalent, substitute information) and return it in the postage-paid envelope, if applicable. Completed, signed Forms W-9 or substitute documentation shall be filed. GLEAMNS HRC will not transact business with contractors who do not comply with this request for a Form W-9.

Procurement Grievance Procedures

Any bidder may file a grievance with GLEAMNS HRC following a competitive bidding process. Once a selection is made, bidders must be notified in writing of the results. The written communication mailed to bidders must also inform them that they may have a right to appeal the decision. Information on the organization's appeal procedures must be made available to all prospective contractors or sub-grantees upon request, including the name and address of a contact person, and a deadline for filing the grievance. Grievances are limited to violations of federal laws or regulations, or failure of the Organization to follow its own procurement policies.

Receipt and Acceptance of Goods

Requesting individuals are e-mailed copies of all purchase orders once completed. Once the supplies, materials, services or equipment is received by the requesting individual from the contractor, the following actions shall immediately be taken:

1. Review bill of lading for correct delivery point.
2. Verify the quantity of boxes/containers with the bill of lading.
3. Examine boxes/containers for exterior damage and note on the bill of lading any discrepancies (missing or damaged boxes/containers, etc.).
4. Sign and date the bill of lading.
5. Remove the packing slip from each box/container.
6. Compare the description and quantity of goods per the purchase order to the packing slip.
7. Examine goods for physical damage.
8. Count or weigh items, if appropriate, and record the counts on the purchase order.