 <b>Orange County Schools</b> <small>NORTH CAROLINA</small>	<b>ORANGE COUNTY SCHOOLS</b> <b>Invitation for Bids</b>  <b>School Nutrition Department</b> <b>200 E. King St.</b> <b>Hillsborough, NC</b>
<b>Direct all inquiries to:</b>	<b>Number: SNS-2023-24-008</b>
Sara Pitts	<b>Bids due date: October 11, 2023</b>
<a href="mailto:sara.pitts@orange.k12.nc.us">sara.pitts@orange.k12.nc.us</a>  919-245-4002	<b>Commodity: Branded/Commercial Pizza</b>

### **NOTICE TO BIDDERS**

Bids, subject to the conditions made a part hereof, will be received **by mail or hand delivered** until **2:00 p.m. ET** on October 11, 2023, for furnishing and delivering the commodity as described herein. There will be a public bid opening at 200 E. King St., Hillsborough, NC. Bids submitted via facsimile (FAX) machine in response to this Invitation for Bid **will not** be accepted.

Bids will be opened publicly on October 11, 2023, via a in person meeting.

For bid information, please visit [www.orangecountyfirst.com/Page/573](http://www.orangecountyfirst.com/Page/573)



## **DISTRIBUTOR CHECKLIST**

### **2023-2024 COMMERCIAL PIZZA DISTRIBUTOR BID**

<b>0</b>	<b>DISTRIBUTOR CHECKLIST</b> - Completed by Distributor. <i>PLACE UNDER BID TABULATION SHEET AND RETURN</i>
<b>1</b>	<b>OFFICIAL NEW BID INVITATION TO DISTRIBUTORS</b> – Invitation and general procedures for New Bid Distributors. <i>DO NOT RETURN WITH BID DOCUMENTS</i>
<b>2</b>	<b>OFFICIAL NEW DISTRIBUTOR BID TABULATION SHEET</b> - Provide TOTALS from the bid spreadsheets. This sheet is used to determine the “Preliminary Bid Award” at Bid Opening. Bid review by the school district may show corrections. <i>1-COMPLETED HARDCOPY TO BE PLACED AS FIRST PAGE OF BID PACKET.</i>
<b>3</b>	<b>OFFICIAL NEW BID CERTIFICATION AGREEMENT</b> – Two original forms, each completed and signed by Distributor with original signature in Blue Ink preferred, but a scanned copy of the form with an <u>original signature</u> of an authorized company official will be accepted. School District Official signs <u>after</u> School District approval of award and the completed/signed Agreement copy is mailed to the awarded Distributor. The agreement is effective by the issue to the Distributor of a School District Purchase Order. <i>2- COMPLETED HARDCOPIES TO BE RETURNED IN BID PACKET</i>
<b>4</b>	<b>OFFICIAL IFB – CONTRACT FOR 2023–2024</b> details procedures in Sections 1 – 36. Retain for Distributor reference. <i>DO NOT RETURN WITH BID DOCUMENTS</i>
<b>5</b>	<b>OFFICIAL 2023-2024 CONTRACT ATTACHMENTS A – J</b> – Attachments A – I are defined in the IFB – Contract and must be completed and signed. Attachment J is the “no bid” sheet. <b>Digital signatures are allowed on Attachments A-J.</b> <i>COMPLETED HARDCOPIES TO BE RETURNED IN BID PACKET</i>
<b>6</b>	<b>OFFICIAL DISTRICT PROFILE 2023–2024</b> - Additional Information may be provided after the bid award but no later than October 31, 2023. Retain for Distributor reference. <i>DO NOT RETURN WITH BID DOCUMENTS</i>
<b>7</b>	<b>BID SPECIAL CONDITIONS</b> – agreement to Special Conditions must be made prior to bid opening and acknowledged on the New Bid Certification and Agreement. Any change to the Special Conditions by one Distributor requires the School District to issue a <u>local amendment</u> to all potential bidders, a minimum of seven (7) working days prior to bid opening, which would be <b>October 2, 2023</b> . <i>DO NOT RETURN WITH BID DOCUMENTS. ACKNOWLEDGE ACCEPTANCE OF SPECIAL CONDITIONS ON BID CERTIFICATION AND AGREEMENT PAGE.</i>
<b>8</b>	<b>HAND DELIVERED DISTRIBUTOR BIDS</b> - Label the outside of the <b>SEALED BID ENVELOPE</b> containing both the <b>REQUIRED HARD COPIES</b> and <b>DIGITAL</b> documents as follows: <u>DISTRIBUTOR NAME, SCHOOL DISTRICT NAME</u>
<b>9</b>	<b>MAILED DISTRIBUTOR BIDS</b> - Label the outside of the <b>SEALED BID ENVELOPE</b> containing both the <b>REQUIRED HARD COPIES</b> and <b>DIGITAL</b> documents as follows: <u>DISTRIBUTOR NAME, SCHOOL DISTRICT NAME</u>

# 2023 -2024 OFFICIAL DISTRIBUTOR INVITATION

## NEW OCS IFB/CONTRACT

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Orange County Schools  
September 10, 2023  
IFB/CONTRACT#: OCS-2023-24-Commerical Pizza

*This invitation is issued to Distributors with interest in submission of a NEW CONTRACT for the procurement and delivery of perishable food products as listed for federally-funded School Nutrition programs operating in our School District. The awarded contract becomes the **FIRST YEAR** of a contract with the potential of four – one-year renewals provided Vendor and School District agreement terms are accepted.*

### BID QUESTIONS – SCHOOL DISTRICT CONTACT

Name: Sara Pitts, Director, School Nutrition Services  
E-Mail: [sara.pitts@orange.k12.nc.us](mailto:sara.pitts@orange.k12.nc.us)  
Phone: 919-732-8126

### INVITATION TO DISTRIBUTORS WITH NEW 2023-2024 COMMERCIAL PIZZA BID

BID OPENING DATE      Wednesday, October 11, 2023      TIME OF BID OPENING:      2:00 p.m.

LOCATION:                      Orange County Schools Central Office  
   200 E. King St., Hillsborough, NC 27278

### DISTRIBUTORS SUBMITTING NEW IFB/CONTRACT BIDS:

- Information needed to complete this bid is found in the attached **Distributor Checklist, Distributor New Bid Documents, Attachments, Official IFB/Contract and Official Usage Spreadsheets**. The **2023-2024 New Bid Certification and Agreement** details the required documents. Please use the Distributor Checklist to track progress!!
- Distributors ARE NOT REQUIRED TO ATTEND THE OFFICIAL BID OPENING ON **October 11, 2023**. The Distributor (or designee) delivering bid documents must **sign in at the Central Office Registration Desk prior to 2:00 pm** to hand deliver sealed bids and pizza samples to school district administrator in the auditorium. **PLEASE WRITE THE SCHOOL DISTRICT NAME AND COMMERCIAL PIZZA BID ON THE OUTSIDE OF THE SEALED BID ENVELOPE.**
- **Distributors** also may mail documents to arrive no later than 2:00 p.m. am on **October 11, 2023**. PLACE THE BID DOCUMENTS AND BID SPREADSHEETS IN A SEALED ENVELOPE LABELED WITH THE SCHOOL DISTRICT NAME AND PIZZA BID. PLACE SEALED BID ENVELOPE INSIDE OF A MAILER ENVELOPE ADDRESSED TO:

Orange County Schools  
C/O School Nutrition Services, Sara Pitts  
200 E. King St.  
Hillsborough, NC 27278

1. It is the Vendor's sole responsibility to assure a mailed bid is received by the deadline, no exceptions. It is highly recommended Distributors mailing bids use a delivery service that offers mail tracking, but **PLEASE DO NOT require a signature for delivery** as the address above is a residence and availability for signature is not guaranteed. Send an email to [sara.pitts@orange.k12.nc.us](mailto:sara.pitts@orange.k12.nc.us) after mailing the bid package and receipt of your package will be verified via return email.



# 2023 -2024 OFFICIAL DISTRIBUTOR INVITATION

## NEW OCS IFB/CONTRACT

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- **Specifications for Distributor Bid Products will be provided**, including the nutritional facts and Allergen Information, with NEW or RENEWAL bid packages, but **no later than 30 days after the bid is awarded**.

### BID OPENING PROCEDURES:

- Required (1) bid signatures and (2) evidence of contract language changes are reviewed by the School District representative at the opening. These are non – negotiable contract requirements and will result in immediate bid disqualification.
- A School District representative may appoint a designee to receive and open bids on their behalf.
- **Samples are required as part of the bid opening, please see special conditions.**
- **Only Bid Totals and the Apparent Preliminary Bid winner will be announced at the Bid Opening.**
- Absolutely no open discussion or questions will be allowed regarding the bid procedures or bid language at the Opening.
- Distributor questions pertaining to such shall be put in writing and delivered to Sara Pitts at [sara.pitts@orange.k12.nc.us](mailto:sara.pitts@orange.k12.nc.us). Official clarification will be e-mailed to all vendors after the Official Bid Opening.

### ACTIONS REQUIRED PRIOR TO SCHOOL DISTRICT ANNOUNCEMENT OF BID AWARD

- An OCS Audit Committee will complete and approve the **Distributor Pre - Bid Award Audit**.
- **Preliminary Award Letter** is sent from the School District to ALL Distributors submitting bids noting the verified bottom line bid totals from each bidder.
- **The Official Bid Certification and Agreement** page is signed by School District/Co-Op Representative after local approval. One copy is filed by the School District (Co-Ops should provide copies to all school district members) one copy is mailed to Awarded Distributor.
- **Final Official Notification** of bid award is the issuance of a **Purchase Order** to the Awarded Vendor.

### BID QUESTIONS – SCHOOL DISTRICT CONTACT

**Name:** Sara Pitts

**E-Mail:** [sara.pitts@orange.k12.nc.us](mailto:sara.pitts@orange.k12.nc.us)

**Phone:** 919-732-8126



# 2023-2024 OFFICIAL NEW BID TABULATION SHEET

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**SCHOOL DISTRICT NAME:** Orange County Schools

**DISTRIBUTOR NAME:** \_\_\_\_\_

**DISTRIBUTOR FLAT FIXED FEE FOR DELIVERY**

- Delivery charge shall be built in as part cost per pizza. No additional delivery charge shall be added.

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<b>Distributor:</b>	<b>See Specification s for bid totals</b>	<b>SCORE</b>
Criteria 1:	Meets nutritional specifications for USDA – 40%	_____
Criteria 2:	Average Price \$_____ per pizza – 20%	_____
Criteria 3:	Pizza Size (14inch, 8 equal cuts) – 5%	_____
Criteria 4:	Delivery ability to all schools - 5%	
Criteria 5:	Sanitation Grade (Must maintain “A”) – 10%	
Criteria 6:	Quality and Taste of Sample – 20%	
TOTAL SCORE		

**NOTE:**      **The District reserves the right to split this contract and award more than 1 vendor.**

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[illegible][illegible]

# 2023-2024 Official OCS NEW Distributor Bid Certification and Agreement

**Distributor Directions:** Prepare two (2) copies of this **New Bid Certification and Agreement** with original signatures.

*Double Click on the gray boxes and type in the Default text box to complete agreement.*

**Bidder failure to execute/sign the Vendor Bid Certification and submit with new bid documents shall render bid invalid.**

**DISTRIBUTOR NAME**

**ADDRESS**

**CITY & STATE**

**ZIP**

## DEFINITIONS:

- The term **"New Bid"** as used in this document, means the School District has sent an **Invitation and IFB/Contract with documents** to eligible Distributors for awarding a Distributor to carry out the terms of the **IFB/Contract**.
- The term **"IFB/CONTRACT"** as used in this document, means the current year OCS IFB/CONTRACT. The **IFB/CONTRACT** may be updated annually as needed for clarification, compliance with USDA regulatory policy and for the efficient and effective functioning. Distributors in "renewal status" will receive the updated **IFB/Contract** each year.
- The awarded contract may be renewed for up to four (4) one-year agreements. In such renewals, the School District and the current Distributor **agree to "renew OR lower" the fixed fee price per pizza** per the original IFB/Contract. If the Distributor is unable to maintain or lower the current fixed fee per case pricing, the School District is required to issue a new bid. **OR**
- If the Distributor is unable to maintain the current firm unit price, the School District is required to issue a new bid.
- The term **"IFB/Contract,"** as used for New Bids, means the comprehensive collection of the following items sent to eligible Distributors as information and to be completed and to be returned, unless otherwise noted, to the School District as part of the Official Documents of the Bid Packet:

**0. DISTRIBUTOR CHECKLIST** - Completed by Distributor. **PLACE UNDER BID TABULATION SHEET AND RETURN**

**1. OFFICIAL NEW BID INVITATION TO DISTRIBUTORS** – Invitation and general procedures for New Bid Distributors. **DO NOT RETURN WITH BID DOCUMENTS**

**2. OFFICIAL NEW DISTRIBUTOR BID TABULATION SHEET** - Provide TOTALS from the bid spreadsheets. This sheet is used to determine the "Preliminary Bid Award" at Bid Opening. Bid review by the school district may show corrections.  
**1-COMPLETED HARDCOPY TO BE PLACED AS FIRST PAGE OF BID PACKET.**

**3. OFFICIAL NEW BID CERTIFICATION AGREEMENT**– Two original forms, each completed and signed by Distributor with original signature in Blue Ink preferred, but a scanned copy of the form with an original signature of an authorized company official will be accepted. School District Official signs after School District approval of award and the completed/signed Agreement copy is mailed to the awarded Distributor. The agreement is effective by the issue to the Distributor of a School District Purchase Order. **2- COMPLETED HARDCOPIES TO BE RETURNED IN BID PACKET**

**4. OFFICIAL IFB – CONTRACT FOR 2023–2024** details procedures in Sections 1 – 36. **DO NOT RETURN WITH BID DOCUMENTS**

**5. OFFICIAL 2023-2024 CONTRACT ATTACHMENTS A – J** – Attachments A – I are defined in the IFB – Contract and must be completed, signed and returned digitally with the bid packet. Attachment J is the "no bid" sheet. Digital signatures are allowed on Attachments A-J. **SAVE ATTACHMENTS TO BID FLASHDRIVE AND RETURN DIGITAL COPIES**

**6. OFFICIAL DISTRICT PROFILE 2023–2024** - Additional Information: cycle menus, usage reports, etc. may be provided after the bid award but no later than October 31, 2023. **DO NOT RETURN WITH BID DOCUMENTS**

**7. SPECIAL CONDITIONS SHEET** (if required) – agreement to Special Conditions must be made prior to bid opening and acknowledged on the New Bid Certification and Agreement. Any change to the Special Conditions by one Distributor requires the School District to issue a local amendment to all potential bidders, a minimum of seven (7) working days prior to bid opening, which would be **October 2, 2023**. **DO NOT RETURN WITH BID DOCUMENTS. ACKNOWLEDGE ACCEPTANCE OF SPECIAL CONDITIONS HERE ON THE BID CERTIFICATION AND AGREEMENT PAGE.**

a. If Special Conditions are included in this IFB Contract, indicate Distributor acceptance: YES/NO: ☐

**8. HAND DELIVERED DISTRIBUTOR BIDS** - Label the outside of the **SEALED BID ENVELOPE** containing both the **REQUIRED HARD COPIES** and **DIGITAL** documents as follows: DISTRIBUTOR NAME, SCHOOL DISTRICT NAME AND COMMERCIAL PIZZA BID.

**MAILED DISTRIBUTOR BIDS** - Label the outside of the **SEALED BID ENVELOPE** containing both the **REQUIRED HARD COPIES** as follows: DISTRIBUTOR NAME, SCHOOL DISTRICT NAME AND COMMERCIAL PIZZA BID. Place the sealed bid envelope



# 2023-2024 Official OCS NEW Distributor Bid Certification and Agreement

inside of a mailer envelope addressed to: **Orange County Schools, C/O School Nutrition Services, Sara Pitts, 200 E. King St., Hillsborough, NC 27278.**

- **BIDDER DISQUALIFICATION:** Distributor failure to include any of the required documentation at the time of bid submittal or multiple bid errors **MAY** be considered grounds for bidder disqualification as determined by the School District. School District officials will make the final determination regarding Distributor submittal errors other than the two Distributor errors defined by the NCPA Board of Directors as an immediate **Non-Responsive Bid**:
  - **FAILURE TO SIGN THE OFFICIAL NEW BID CERTIFICATION & AGREEMENT FORM**
  - **ANY CHANGE TO THE IFB/CONTRACT BID LANGUAGE**

## FEDERAL PROGRAM REGULATIONS

- The School Nutrition Programs receiving goods and services under this Contract are **FEDERALLY-FUNDED** programs operated under the authority of the United States Department of Agriculture (USDA). This IFB and the subsequent Contract shall comply with 7 CFR Parts 210, 220, 225, 250, 2 CFR 200 and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principals, A -102 Administrative Requirements, and A -133 Audit Requirements.
- In compliance with the **OCS IFB/Contract**, and subject to all conditions required therein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the "cost" prices set correlating to each item and within the time frame specified.
- By responding to this **IFB/Contract**, the Distributor certifies that the Bid Offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Bid for the same items, and is in all respects fair and without collusion or fraud. The Distributor also certifies no one connected to this company has had any connection with the development or drafting of this **IFB/CONTRACT**. Under penalty of perjury, the undersigned Distributor certifies that this Bid has not been arrived at collusively or otherwise in violation of Federal or State of North Carolina laws or regulations. **By signing this Bid Certification, the individual whose name is shown assures that the Distributor has read and understands all the General Terms and Conditions in the Official OCS IFB/CONTRACT and agrees to be bound by them and is authorized to submit Bids on behalf of the Distributor.**

## **ADDENDA ACKNOWLEDGEMENT - The deadline for OCS E- Mail Addenda Notification is October 2, 2023.**

1. Addenda issued are hereby acknowledged by bidder and become part of the 2023-2024 Official IFB/Contract. The School District may also submit Addenda to Distributors, as it applies independently to bid requirements. It is the Distributor's sole responsibility, before the bid opening, to determine all Addenda issued is received. It is assumed bidders received email addenda if dates are not provided.

**Distributor Directions:** Insert date Addenda received below in gray box. Addenda are part of this Official IFB/Contract.

Addendum 1	Date:		Addendum 2	Date:		Addendum 3	Date:	

# 2023-2024 Official OCS NEW Distributor Bid Certification and Agreement

## DISTRIBUTOR NEW BID CERTIFICATION AND SIGNATURE:

I certify by my signature below that I have received the **IFB/Contract**, Instructions for completing the bid documents and have acknowledged issued Addenda; and that the required PRICES quoted, and brands specified in the bid spreadsheets of this **IFB/CONTRACT** are correct and that I have the authority to obligate the company named to perform under requirements of this Bid Certification and all General Terms and Conditions stated in the Official 2023-2024 IFB/Contract, Attachments, Special Conditions and addenda. **All contract documents are signed and attached.**

\_\_\_\_\_  
Name of Authorized Signer

\_\_\_\_\_  
Original Signature of Representative Authorized to Sign

\_\_\_\_\_  
Title of Authorized Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

## SCHOOL DISTRICT OFFICIAL ACCEPTANCE SIGNATURE

If any, or all parts, of the Distributor Bid are accepted by the School District, an authorized School District representative shall affix their signature hereto and collectively this **New Bid Certification and Agreement, along with the current Official IFB/Contract, Attachments, Addenda and the Distributor's bid sheets** shall become the Contract and shall represent the agreement between the School District and the Distributor. The sections outlined in the General Terms and Conditions of the **IFB/Contract** are for convenience and reference only, and in no-way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

The **Pre-Bid Audit Approval** and local school district approval (if required) are prerequisites PRIOR TO school district signature on the New Bid Certification and Agreement. One (1) original copy is mailed to the awarded Distributor and one (1) original copy retained by the School District. Agreement is finalized with (1) the signature and return of this document by vendor to the school district and (2) issue of Purchase Order to the vendor by school district.

\_\_\_\_\_  
Name of School District Representative

\_\_\_\_\_  
Signature of School District/Co-Op Representative

\_\_\_\_\_  
Title of School District/Co-Op Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of School District

*This instrument has been preaudited in the manner required by The School Budget and Fiscal Control Act.*

\_\_\_\_\_  
Signature of Chief Financial Officer

\_\_\_\_\_  
Date

# ORANGE COUNTY SCHOOLS SCHOOL NUTRITION SERVICES

## DISTRIBUTOR IFB/CONTRACT



### General Terms and Conditions

**Contract Period: November 6, 2023 – June 30, 2024**

**Approved by the Director, School Nutrition Services**

**09/14/2023**

#### USDA NON-DISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**  
(833) 256-1665 or (202) 690-7442; or
3. **email:**  
[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

12/09/2022



## IFB/CONTRACT – GENERAL TERMS AND CONDITIONS

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- 1.0 ORANGE COUNTY SCHOOLS FEDERAL COMPLIANCE
- 2.0 GENERAL PROVISIONS OF THE IFB/CONTRACT
- 3.0 SCHOOL DISTRICT IFB – CONTRACT DECLARATIONS AND PROFILE
- 4.0 DISTRIBUTOR MINIMUM QUALIFICATIONS
- 5.0 DISTRIBUTOR INSURANCE REQUIREMENTS
- 6.0 DISTRIBUTOR PERSONNEL REQUIREMENT
- 7.0 DISTRIBUTOR BID ERRORS AND PRICING REQUIREMENTS
- 8.0 FIRM FIXED FEE BID PROCEDURES FOR LOTS
- 9.0 IFB – CONTRACT DEFINITIONS
- 10.0 PRODUCT QUALITY, PRODUCT SPECIFICATIONS AND RECOURSE FOR MISREPRESENTATION
- 11.0 ESTIMATED QUANTITIES AND DISTRICT INFORMATION AFFECTING PURCHASES
- 12.0 TIE BID, BID ERRORS, BID REJECTION AND USE OF PIGGYBACK CLAUSE
- 13.0 PRELIMINARY DISTRIBUTOR BID AWARD
- 14.0 SUBSTITUTION AND DISCONTINUED PRODUCT REQUIREMENTS
- 15.0 DISTRIBUTOR AUDITS: PRE – AWARD, MID TERM COST ADJUSTMENT, NON - SCHEDULED AND AUDIT OVER AND UNDERCHARGES
- 16.0 TRANSMITTAL OF DELIVERY ORDERS
- 17.0 BILLING AND PAYMENT REQUIREMENTS
- 18.0 SITE DELIVERIES
- 19.0 OPTION FOR CONTRACT RENEWAL AND PROCEDURES
- 20.0 BID RENEWAL PROCEDURES
- 21.0 FIXED – FEE ADJUSTMENT FOR FUEL PRICE INCREASE
- 22.0 PRODUCT USAGE REPORTS FROM DISTRIBUTOR
- 23.0 RECORDS RETENTION REQUIREMENTS
- 24.0 ASSURANCE OF NON-COLLUSION
- 25.0 ASSURANCES REGARDING LEGAL AND ETHICAL MATTERS *(revised April 2016)*
- 26.0 REMEDIES FOR DISTRIBUTOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT
- 27.0 FORCE MAJEURE PROCEDURES
- 28.0 WAIVER
- 29.0 RIGHT TO ASSURANCE

## IFB/CONTRACT – GENERAL TERMS AND CONDITIONS

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### 30.0 REGULATORY COMPLIANCE

#### **DISTRIBUTOR REQUIRED ATTACHMENTS FOR NEW BIDS**

ATTACHMENT A – BRAND/GRADE LABELS – LOT 1 (NEW LARGE DISTRIBUTOR BIDDERS ONLY)

ATTACHMENT B – HACCP SUMMARY

ATTACHMENT C – EVIDENCE OF REQUIRED INSURANCE

ATTACHMENT D – LUNSFORD ACT COMPLIANCE

ATTACHMENT E – FOOD RECALL POLICY/PROCEDURES

ATTACHMENT F – PRODUCE - GAP CERTIFICATION - LOT 4 BIDDERS ONLY

ATTACHMENT G – HUB CERTIFICATION

ATTACHMENT H – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, LOBBYING AND COOPERATIVE AGREEMENTS

ATTACHMENT I – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

ATTACHMENT J – NO BID RESPONSE

#### **ADDITIONAL LOCAL BID ATTACHMENTS:**

- SCHOOL DISTRICT PROFILE AND CALENDAR
- SCHOOL DISTRICT SPECIAL CONDITIONS (REQUIRED)

# IFB/CONTRACT – GENERAL TERMS AND CONDITIONS

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## 1.0 ORANGE COUNTY SCHOOLS FEDERAL COMPLIANCE

- 1.1 **FEDERAL COMPLIANCE:** The School Nutrition Programs receiving goods and services under this Contract are federally funded programs operated under the authority of the **United States Department of Agriculture (USDA)**. This IFB and the subsequent Contract shall be **COMPLIANT** with 7 CFR Parts 210, 220, 225, 250, 2 CFR 200 and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principals, A -102 Administrative Requirements, and A -133 Audit Requirements.

## 2.0 GENERAL PROVISIONS OF THIS IFB – CONTRACT

- 2.1 **THIS SOLICITATION IS INTENDED TO PROMOTE COMPETITION.** If the language, specifications, terms, and conditions, or any combination thereof, restricts or limits the requirements in this solicitation to a sole source; it is the responsibility of the interested Distributor to notify Sara Pitts, SNS Director, in writing via e-mail, [sara.pitts@orange.k12.nc.us](mailto:sara.pitts@orange.k12.nc.us) no more than **five (5) working days** after the date the IFB/CONTRACT is issued by the School District. The solicitation may, or may not, be changed, but a review of such notification will be made prior to the award of a Contract.
- 2.2 **ADVERTISEMENT OF BID:** As required by the NC State Division of Purchase and Contract, solicitation for this IFB/Contract Bid has been advertised in the legal notice section of the ***News of Orange and Raleigh News and Observer*** a minimum of 10 working days in advance of the bid release.
- 2.3 **A WRITTEN ADDENDUM IS THE ONLY OFFICIAL RESPONSE METHOD WHEREBY INTERPRETATION, CLARIFICATION AND ADDITIONAL INFORMATION REGARDING THIS BID CAN BE GIVEN.** Once issued, all addenda shall become part of this contract. All addenda will be issued electronically to each Distributor known to have received the initial IFB/Contract. Addenda may be issued from the school district no later than seven (7) working days prior to the IFB/Contract due date. However, before submitting an IFB/Contract, it shall be the responsibility of each Distributor to determine whether additional addenda were issued. **INQUIRIES** concerning interpretation or additional clarification or additional information pertaining to this IFB must be made in writing (electronic accepted) on behalf of School Districts no later than ten (10) working days prior to the IFB/Contract due date. For inquiries contact Sara Pitts, SNS Director, in writing via e-email at [sara.pitts@orange.k12.nc.us](mailto:sara.pitts@orange.k12.nc.us)
- 2.4 **PRODUCT REMOVAL:** The DISTRICT reserves the right to remove a pre-approved product from the bid at any time for cause. Removal may occur for the following reasons:
- (1) Product was reformulated and no longer meets the specification
  - (2) Product quality complaints documented by member districts
  - (3) Manufacturer or Supplier failure to deliver product in a timely manner, or in a sufficient quantity to meet DISTRICT member district needs
  - (4) Manufacturer or supplier default of contract with DISTRICT or any DISTRICT distributor.
  - (5) Lack of sufficient usage of a line item to ensure product can be stocked by a majority of the DISTRICT distributors as determined by the DISTRICT Board

## 3.0 SCHOOL DISTRICT IFB – CONTRACT DECLARATIONS AND PROFILE

Orange County Schools and is herein after referred to as the **School District**, is requesting to receive Bids from an OFFERING ENTITY, herein after referred to as the **Distributor**, defined as a company that is offering to provide the services of ordering, warehousing and delivery of food and supplies for use in the School District's School Nutrition Program. **School District** may refer to a single school district, or a combined group of School Districts in a named Co-Op group.

Orange County Schools:

- reserves the right, at any time after opening and prior to award, to request from any Distributor clarification of processes or procedures, address technical questions, items bid, or to seek other information regarding the Distributor's bid offer. This process may be used for such purposes as providing an opportunity for the Distributor to clarify their bid, to assure mutual understanding and/or aid in determinations of responsiveness, or responsibility, of the Distributor.



## IFB/CONTRACT – GENERAL TERMS AND CONDITIONS

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- reserves the right to award the contract to more than one vendor if NEEDED>
- reserves the right to reject any or all bids, or parts thereof, and to waive informalities and/or irregularities thereof.
- reserves the right to retain all Bids for a period of sixty (60) days or until approval by the Local Board of Education, whichever comes first. The submittal of a Bid shall constitute an irrevocable Offer to Contract with the School District. In accordance with the terms of the IFB/Contract, the offer may not be withdrawn until or unless rejected or not accepted by the School District.
- requires the IFB/Contract and all attachments and addenda hereto awarded to become the Contract between the School District and the awarded Distributor.
- reserves the right to add written **SPECIAL CONDITION(s)** to this IFB which details conditions that are specific to the School District. Special Condition(s) shall be titled as such and attached to the IFB in the Attachments Section. Special Conditions established by the School District as part of this IFB, and the Distributor's response to the Special Condition(s), shall become part of the Contract when awarded. A School District renewing a bid may update, or delete, Special Conditions of the original Contract; however, the District may not make changes that would substantially change the terms of the original agreement in a renewal.
  - Conditions must be reviewed and agreed upon by the potential Distributors. Any concerns regarding the Special Conditions outlined by the School District must be addressed in writing to the School District contact by the Distributor a minimum of 10 working days **PRIOR to the Bid Due Date**. If changes are made to the Special Conditions, the School District must issue a Local Amendment to all potential Distributors announcing the change a minimum of **seven (7) working days PRIOR to the Bid Due Date**.
- requires the Distributor awarded the Contract be fully acquainted with General Terms and Conditions relating to the scope and restrictions involved in the execution of the work described in this contract for the School District. Failure or omission of the Distributor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this Contract and may be grounds for disqualification.
- requires The Local School District issue the approved and appropriately signed **Official Certification Form** to the Awarded Distributor and the issue of a local **Purchase Order** to the Distributor as the **Final Bid Award**.
- will provide a SCHOOL DISTRICT PROFILE which includes pertinent information about the district such as the school names, addresses, participation in Fresh Fruit & Vegetable Program and Summer Feeding Programs. The profile is found in the Attachments section of the IFB/Contract. The School District will provide the awarded Distributor the School Calendar, Menus and Estimated Product Usage.

### 4.0 DISTRIBUTOR MINIMUM QUALIFICATIONS

Distributor awarded the Contract must have a minimum of one (1) year of experience in commercial food establishment/delivery business and must maintain all required state and local business licenses and a Certificate of Authority from the Secretary of State of North Carolina. Distributor shall provide documentation of applicable license, certification, commercial experience, storage and delivery equipment and/or letters of current customer and supplier reference upon request of the School District for qualification to furnish products and services in accordance the General Terms and Conditions of this IFB. The School District reserves the right to make the final determination as to the Distributor's ability to provide the products and services requested herein.

[https://www.sosnc.gov/Guides/launching\\_a\\_business/register\\_your\\_business](https://www.sosnc.gov/Guides/launching_a_business/register_your_business)

### 5.0 DISTRIBUTOR INSURANCE REQUIREMENTS

- 5.1** The Distributor awarded the Contract shall maintain all necessary insurance for the period during which purchases are made, including Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance. The Distributor must provide **Evidence of Insurance** that it currently has, and agrees to purchase and maintain, during its performance under this Contract, from one or more insurance companies authorized to do business in the State of North Carolina.



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- 5.2 Certificates of such Insurance** shall be furnished by Provider to the School District Contact and shall contain an endorsement to provide the School System written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract. **ATTACHMENT C** - provide summary and mail certificates to school district.
- 5.3 Commercial General Liability** – Distributor shall maintain Commercial General Liability insurance that shall protect the Distributor from claims of bodily injury or property damage which arise from performance under this Contract in the amount of \$1,000,000 each occurrence and Personal & Advertising Injury \$1,000,000 each occurrence with \$2,000,000 General Aggregate.
- 5.4 Vehicle Bodily Injury and Property Damage** - The Distributor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.
- 5.5 Worker's Compensation** - The Distributor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employer's liability insurance of all employees participating in the provision of services under this contract.
- 5.6** Should any of the above required insurance be cancelled or terminated before the expiration, the issuing company will provide at least ten (10) days written notice to the School District.

### 6.0 DISTRIBUTOR PERSONNEL REQUIREMENTS

- 6.1** The Distributor's personnel are to present a professional appearance always while on school property. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any School District facilities.
- 6.2** The Distributor's personnel are forbidden to consume alcohol or use illegal drugs, use tobacco, or possess firearms on school property at any time.
- 6.3** The employment of unauthorized aliens by the Distributor is considered a violation of Section 247A (e) of the Immigration Reform and Control Act of 1986. If the Distributor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the Contract.
- 6.4 NC LUNSFORD ACT N.C. GENERAL STATUTE 14-208.18:** The Distributor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly, among other things, being on the premises of any school or within 300 feet of any location intended primarily for the use, care, or supervision of minors, including but not limited to schools, children's museums, child care centers, nurseries and playgrounds. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. **LUNSFORD ACT** compliance is addressed in the **ATTACHMENT D**.

### 7.0 DISTRIBUTOR BID ERRORS AND PRICING REQUIREMENTS

- 7.1 BID ERRORS:** The following two bid errors are non – negotiable and may result in bid disqualification.
- 1) **NO ORIGINAL SIGNATURE ON THE OFFICIAL DISTRIBUTOR BID CERTIFICATION FORM FOR A NEW OR RENEWAL BID.** An Original signature in Blue Ink is preferred, but a scanned copy of the form with an original signature of an authorized company official will be accepted.
- 1) **ANY CHANGE TO DISTRICT IFB/CONTRACT LANGUAGE BY THE DISTRIBUTOR**
- 7.2 BUY AMERICAN POLICY OF THE DISTRICT FOR BIDDING FROZEN AND SHELF STABLE CANNED FRUIT AND VEGETABLES:** All foreign brand product bid by the Distributor **will be tested for quality and meeting bid specification prior to purchase by the Distributor** for delivery to the School District. School



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Districts may request No Foreign Fruit or Vegetables in the Special Conditions section of the IFB/Contract. However, the Distributor may have to provide weekly pricing on domestic product due to availability of agricultural products.

- 7.3 BUY AMERICAN PROVISION AND COUNTRY OF ORIGIN:** The Distributor shall comply with the “Buy American Provision” for Contracts that involve the purchase of agricultural products. Federal regulations require that all foods purchased for School Nutrition Programs be of domestic origin to the maximum extent practicable. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that “substantially means over 51% from American products.” Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed/manufactured domestically using domestic agricultural food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. For products procured by SFAs for use in the Child Nutrition Programs using nonprofit food service account funds, **the product’s food component is considered the agricultural commodity**. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.2 for full definitions. **Any product processed by an awarded vendor must contain over 51% of the product’s food component, by weight or volume, from U.S. origin and be processed in the United States.** Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S. This definition of domestic product serves both the needs of schools and American agriculture.

**Limited Exceptions to the Buy American Provision.** There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the “domestic” standard as described above (i.e., “non-domestic”) in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the SFA, are:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
- Competitive Bids reveal the cost of a domestic product is significantly higher than a non-domestic product or; product(s) may qualify under the Richard B. Russell National School Lunch Act’s Buy American provision for purchasing food and food products used in School Nutrition Programs which states that products are acceptable provided over 51% of the final processed product(s) consist of agricultural commodities that are of US origin.

- 7.3.1 ORANGE COUNTY SCHOOLS POLICY FOR BIDDING NON – DOMESTIC FROZEN AND SHELF STABLE CANNED FRUIT AND VEGETABLES:** To provide Distributors a procedure when product availability is low, or significantly higher in cost than non-domestic, the following guidance is provided: **U.S. grown, and packed fruits and vegetables are preferred.** But, if cost of the U.S. product exceeds a **10% per case increase over the foreign product and the foreign product meets DISTRICT bid spreadsheet quality specifications**, the foreign product may be bid. The country (countries) of origin (source) must be provided for **Lot 1 Frozen and Shelf Stable Fruits & Vegetables** in the column indicated on the bid spreadsheets. All foreign brand product bid by the Distributor will be tested for quality and meeting bid specifications prior to purchase by the Distributor for delivery to the School District. School Districts may request No Foreign Fruit or Vegetables in Special Conditions Section of the IFB Contract. However, the Distributor may have to provide weekly pricing on domestic product due to availability of agricultural products.

- 7.3.2** All non – domestic product bid is required to meet USDA Food Safety, Recall requirements, and specifications of the bid.

- 7.3.3** The USDA **Buy American Provision** requires the Country, or Countries of Origin, of ALL Non-Domestic food purchased from the Distributor be **approved in advance** by the School District School Nutrition Administrator. Changes to a products Country of Origin, not specified on the bid



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document, requires notification and written approval, in advance of delivery, of the product to the School District.

**7.4 SPECIAL ORDERS:** If Orange County Schools minimum usage of an awarded bid product, at a distributor house, is not sufficient for “slotting” the requested product, the School District(s) may **Special Order** the product at the required minimum shipment. The School District is responsible for purchasing all inventory of a Special Order made on their behalf. The Distributor may, but is not obligated to, store School District inventory from a Special Order for weekly delivery. **Note: If usage of an awarded bid item falls below the manufacturer minimum order level, the distributor shall notify the DISTRICT customer and OFFER a suitable substitute, if possible, from DISTRICT awarded bid line products.**

**7.5 QUANTITY REQUESTED PRICING –** The Distributor shall shop the market for the lowest price for the **quantity requested** on the bids received from school districts in order to reduce manufacturer changes.

**7.6 SPREADSHEET PRICING DIRECTIONS:** The **INSTRUCTIONS for completing the Orange County Schools Usage Spreadsheet are provided with the bid.** The instructions provide full direction details, by LOT category, regarding bid line items to be completed for pricing.

**7.7 PRICE FOR EACH PRODUCT:** A cost price for one (1) is required for each bid specification identified for Distributor pricing in the bid spreadsheets All product brands and codes listed on this bid are pre-approved and no products may be added to the bid spreadsheets without prior approval of the DISTRICT Board of Directors, with appropriate addenda released to eligible Distributors.

### **8.0 FIRM FIXED FEE BID PROCEDURES FOR LOTS**

**8.1 FIRM FIXED FEE –**The Fixed Fee is charged “per case” and shall encompass the costs of the product’s receipt into storage, distribution, financing and profit, production losses, analyses cost, waste, labor, overhead, and transportation costs of the line items bid in LOTS 1 through 4 and when requested,

**8.2** The Fixed-Fee shall remain **firm for the duration** of the Contract, and for the duration of any Summer Nutrition Programs offered by the School Districts and any future Contract renewal period(s). Exceptions: Fuel Increase Force Majeure, Section 27.0 and agreement between School District and Distributor to lower the fixed fee, Section 25.2.1.

### **9.0 IFB - CONTRACT DEFINITIONS**

**9.1 ACCURACY OF PRICING:** The accuracy of all unit prices, fixed - fees and statements contained in this bid is the responsibility of the Distributor, and no change or cancellation may be made except as provided in this IFB Contract or it’s amendment(s).

**9.2 BILL BACKS:** Per **USDA Regulation 210.21**, all manufacturer cash discounts, label allowances, group allowances and promotions shall go to the benefit of the School District. Any documentation pertaining to such discounts, bill backs or allowances, will be provided with the DISTRICT product request.

**9.3 BRAND AND GRADE LABELS:** The Distributor shall provide documentation of **Brand and Grade Labels Identification** indicating first, second and third quality Grade Labels associated with private labels that may be used in this Contract. (Applicable to Distributors bidding LOT 1 and LOT 1A) **(ATTACHMENT A)**

**9.4 BUY AMERICAN (BA) CERTIFICATION FOR THE DISTRICT** Certification of the BA is required to be provided for all Distributor bid food product specifications to meet USDA Buy American requirement with NEW or RENEWAL bid packages, but **no later than June 1 of the contract year**, for products bid that are not a pre-approved brand (private label and other) and any changes to such products to be delivered. Certifies the ingredients in the products were both processed in the U.S. and contain over 51% of its agricultural food component, by weight or volume, from the U.S. **(see IFB section 7.3)**

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- 9.5 **COMMUNICATION:** The awarded Distributor shall communicate continuously via electronic messaging with the School District customer concerning product orders, product movement levels, substitutions, inventory, manufacturer shortages, production issues, etc.
- 9.6 **CUSTOMER ISSUES:** The Distributor will provide prompt response to customer issues regarding product quality, product delivery, and product damage, credits or billing transaction documentation. Failure to resolve customer issues in a timely manner may result in contract termination, or future bid disqualification.
- 9.7 **DISTRIBUTOR OPTION TO DECLINE:** The Distributor awarded the Contract has the option to decline award. Bidders have the option to decline the award if the bidder deems the number of line items awarded insufficient. Any award declined by a Distributor will be awarded to the qualified Distributor with next lowest price. If the first Distributor awarded the Contract chooses to decline the award, **the Distributor is required to provide a written request of relief to the School District within five (5) working days after the Preliminary Bid Award Letter is received from the School District.**
- 9.8 **DISTRIBUTOR FACILITIES:** The warehouse facilities and delivery vehicles shall be clean, be free of insects and rodents, and meet all federal and state regulations for storing and delivery of dry, chilled, and frozen food products.
- 9.9 **HACCP:** All Distributors submitting bids must provide a current **Hazard Analysis Critical Control Point Summary (HACCP)** describing the Distributors on – site food sanitation and safety practices meeting federal regulation. The awarded bidder must maintain a current HACCP plan through the duration of this contract. **ATTACHMENT B**
- 9.10 **INTERFACE WITH MANUFACTURERS:** The Distributor must communicate with Manufacturers regarding district problems relating to product levels and product quality and provide the school district notification of supplier issues, including but not limited to, production, shortages, transportation or product discontinuance. **A Manufacturer Letter describing the circumstances and effective dates is required from the Distributor to the School District for documentation of the issue.**
- 9.11 **MANUFACTURER REBATES AND BILL BACKS -** The regulations at 7 CFR 210.21(t), 220.16(e) and 215.14a(d) require that school food authorities (SCHOOL DISTRICTS) must include in all cost reimbursable contracts, contracts including cost reimbursable provisions and solicitations for such contracts, provisions which limit use of non-profit school foodservice account funds to costs resulting from proper procurements and contracts. Specifically, the regulations require that SCHOOL DISTRICTs may use nonprofit school food service account funds to pay only for allowable costs - those costs net of all applicable discounts, rebates and other applicable credits. The regulations at, 7 CFR 200, Office of Management and Budget Guidance, 7 CFR 210.21(c) (i), 215.14a(c) and 220.16 (c) ensure that School Food Authorities receive the full benefit of any applicable discounts, rebates or credits intended specifically for the School Districts by manufacturers, suppliers and/or redistributors arising from purchases made under this IFB (hereinafter "Applicable Discounts, Rebates or Credits"). Distributor may receive and retain earned income, defined as income and profit earned by the distributor for work or services performed by the distributor and/or consistent with industry standards. Some examples of earned income include but are not limited to, freight management, procurement leverage, consolidated warehousing, quality assurance, performance-based product marketing, and management of competitive conditions. The total bid price is not adjusted for earned income.
- 9.12 **NON – DOMESTIC FOODS:** Any non-domestic product (non - manufactured in the U.S. and containing less than 51% U.S. ingredients) delivered to the School District, without the prior, written approval of the School Nutrition Director, or designee, shall be rejected at the delivery point. However, if an unapproved, non – domestic product is delivered to the School District and not rejected, the Distributor shall be held responsible for any over-claims that may result from failure to meet the School District's required meal pattern. Note: If not rejected at delivery, the Distributor's return policy becomes effective for credit. Agricultural products which are grown, canned or packed outside of the United States may be accepted by the school district (in writing) with proof from manufacturer that poor Market conditions exist (weather, and/or supply availability of market); this requirement applies to both pre-approved and "private labels".
- 9.13 **ON – SITE INSPECTIONS:** School Districts reserve the right to request of the Distributor documentation, on-site inspections of facilities, delivery vehicles and records at any time during the Contract period.
- 9.14 **PRIVATE LABEL PRODUCT SPECIFICATIONS:** Provide the School District **private label** product specification documentation **bid directly by the Distributor** including nutritional analysis, ingredients, allergens and country of origin information with **NEW or RENEWAL bid packages, but no later than June 1 of the contract year.** This data must be provided in digital format separately for each product.



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Private label substitutions or changes must be provided to customers in advance. Manufacturer signed Buy American documentation for private label products is required as of January 2018. The manufacturer may provide a letter or use the Buy American Certification provided.

- 9.15 **PRODUCT RECALL:** The Distributor awarded the Contract shall be expected to voluntarily comply with all Federal, State and local mandates regarding the **Identification and Recall** of foods from the commercial and consumer marketplace. The Distributor shall have a process in place to immediately respond to a manufacturer food recall; the process must include accurate and timely communications to the School District and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner. The Distributor is responsible for any consequences arising from the failure to make immediate notification. A one- page summary of the **Distributor's Food Recall Policy/Procedures** is required to be submitted with the Bid in ATTACHMENT E.
- 9.16 **PROTEST PROCEDURE:** Protests by the Distributor must be submitted in writing, with supporting documentation, to the issuing School District within **five working days** after bid award. Protests should be made to the School District to [sara.pitts@orange.k12.nc.us](mailto:sara.pitts@orange.k12.nc.us)
- 9.17 **SUB-CONTRACTING:** The awarded Distributor will deliver all item(s) to the School District at the proposed price, in accordance with the item specifications and the General Terms and Conditions contained in this IFB/Contract. **Sub-contracting of this Contract is not permitted** for any reason without the prior written permission of the School District.
- 9.18 **VALUE ADDED OPTIONS AND SERVICES:** Value Added Options and Services including, but not limited to product merchandisers and other purchasing incentives will not be considered as a factor in evaluating the award of this Bid.

### 10.0 PRODUCT QUALITY, PRODUCT SPECIFICATIONS AND RECOURSE FOR MISREPRESENTATION

- 10.1 All food products supplied by the Distributor awarded the Contract will comply with Standards of Identity, Quality and Fill as described in 21 CFR Part 100 of the Food, Drug and Cosmetic Act regulations. All canned and frozen fruit and vegetable products delivered are to be from the most recent manufacturer pack date and to meet bid product specification. Perishable products shall be labeled with an expiration date or best if used by date. Products shall be delivered fresh with adequate expiration dates.
- 10.2 Any change to a "Distributor Bid" brand and code product specifications shall be provided to the School District immediately by the Distributor. In addition: changes to a product specification, due to substitution or other reason, must be available to the school district for prior approval to the Distributor a minimum of 24 hours before delivery.
- 10.3 School Districts have automatic product protection recourse against suppliers for products that are **misrepresented. According to U.S. Federal regulations, the supplier whose name and address appears on the package is the responsible party.** The Distributor awarded this Contract is expected to take immediate action to correct any situation in which product integrity is violated.

### 11.0 ESTIMATED QUANTITIES AND DISTRICT INFORMATION AFFECTING PURCHASES

- 11.1 Quantities reflected in this IFB are estimates based on the combined projected needs of the School District during the Contract period. These quantities are the best estimate of anticipated needs available at the time of publication of this IFB, but the accuracy of this estimate may be affected by numerous factors including but not limited to, budgetary adjustments, product pricing, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.
- 11.2 The School District will share with the Distributor information concerning availability of: School District calendars, School District menus, menu changes, and other timely communication from the School District will assist the Distributor in ordering. If needed information is not provided, the Distributor shall make and document efforts to obtain needed ordering data from the School District.

### 12.0 TIE BID, BID ERRORS, BID REJECTION AND USE OF PIGGYBACK CLAUSE



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- 12.1 TIE BID:** In the event of a tie on the item, the School District reserves the right to split the contract and
- 12.2 REJECTION:** The School District reserves the right to reject any, and all Bids, or any parts thereof, and request resubmission of bids from all distributors as deemed in the best interest of the School District.
- 12.3 BID ERROR:** In the event of an error in a product specification or pricing, that item will be **excluded** from the tabulation. Any item excluded from the bid tabulation will be excluded for ALL bidders for evaluation purposes only. Multiple bid errors may be rationale for a Distributor's bid disqualification.
- 12.4 PIGGYBACK CLAUSE:** The Piggyback Clause is a Legal Provision that may be employed by a local School district in the circumstance of no bids received or all bids received are disqualified. If employed, documented Distributor Agreement, Legal Advertisement of Waiver for Competitive Bidding and Local Board Approval by both Districts is required. Pursuant to **G. S. 143-129 (g)**, when a Local Board of Education (BOE) determines it is in the best interest of the member district over which it has authority, the requirement for competitive bidding may be waived for the purchase of food and supplies contained herein, including all subsequent Amendments, to allow the member district to purchase from the bid/contract with any other member district. The member district's BOE, having approved the waiver for competitive bidding, may enter into a new and separate contract with a Distributor who has contracted with another member district provided the member district's BOE is in agreement and the Distributor is willing to extend the same or more favorable prices, General Terms and Conditions to the member district for which competitive bidding has been waived.

### 13.0 PRELIMINARY DISTRIBUTOR BID AWARD

**13.1 Awards are considered "PRELIMINARY" until the following is completed:**

- 13.1.1** The School District reviews for accuracy of additions and extensions, brands, and compliance with all instructions to ascertain that the offer is made in accordance with the General Terms and Conditions of the IFB. School officials who find error(s) in calculations will adjust and correct and notify bidders individually. The corrected bottom line calculations will be shown in the **Preliminary Award letter** sent to all bidders.
- 13.1.2** The Audit Committee will provide each a **Pre-Award Audit Approval** of selected items that have been audited BEFORE the Bid may be finalized for Local Board of Education approval. the beginning of the contract year.

### 14.0 SUBSTITUTION AND DISCONTINUED PRODUCT REQUIREMENTS

- 14.1** The Distributor awarded the Contract shall order goods from manufacturers in economical quantities and maintain inventories at a level sufficient to prevent out of stock situations while avoiding excessive inventories which may be counter-productive to efficiency. Product substitutions due to out of stock situations should be held to an absolute minimum. Distributor "out of stock" percentage is expected at 3% of invoice orders or less. Excessive substitution due to Distributor order errors may jeopardize future business from the School District or invoke Termination Proceedings.
- 14.2** Any Distributor substitution that is not pre-approved in writing, by the School Nutrition Director or her/his designee, will be rejected by the School District. The School District will not be responsible to purchase quantity of School District estimated usage affected by Distributor substitution.
- 14.3** To facilitate delivery schedules and provide appropriate substitutions in out-of-stock situations for accommodation of students with food allergies, the awarded distributor **MUST** e-mail or fax the school district, for pre-approval by the School Nutrition Director, current specification sheets with ingredient lists, nutritional analysis and allergens for each proposed substitution a minimum of **24 HOURS IN ADVANCE** of the delivery. The Distributor may substitute pre-approved brands within a specification without supplying product specifications, but 24 HOURS ADVANCE notification of substitution is still required. The Distributor



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and/or manufacturer are responsible for any damages to customers due to unidentified allergens from products substituted for brands pre-approved by this Contract.

- 14.4** The fact that a **substitute is being made shall be clearly stated on the invoice** or provided on a separate invoice. If a School District employee signs the invoice for a non-approved product, it may be refused and picked up within seven (7) days by the Distributor. Frozen products are not included in this provision and the School District and Distributor must discuss/agree on the policy regarding non-approved frozen food return in regard to Distributor's HACCP policy.
- 14.5** Any substitution of a Non-Domestic product for a domestic product, originally a part of the IFB must be approved in advance, in writing, by the School Nutrition Director, with the Country of Origin information, prior to the delivery of the product to the School District.
- 14.6** If a substitute product is not approved by the School Nutrition Director, or designee, the School District shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The Distributor shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount, which would have been paid, had the product been delivered. The Distributor shall have no basis to complain that a substituted product purchased could have been purchased at a lower price and the difference in cost (with documentation) will be subtracted from the amount due the Distributor.

### **15.0 DISTRIBUTOR AUDITS: PRE – AWARD, MID TERM COST ADJUSTMENT, NON - SCHEDULED AND AUDIT OVER AND UNDERCHARGES**

**15.1 PRE - AWARD OF BIDS AUDIT:** The Annual Pre – Award of Bids Audit will be conducted by the School District. Distributors are responsible for making source documents available to the Audit Committee in a timely manner. The extent and method of Audit will be at the discretion of Audit Committee.

15.1.1 All official manufacturer product unit cost documentation used for the Pre – Award and Mid – Term Price Adjustment **MUST include documentation from a representative confirming the product unit cost and be dated no more than 60 calendar days prior to the Bid Award or Mid-Year Price Adjustment due date.** This confirmation shall be maintained on file with the Distributor for audit purposes and is not required to be submitted with the Distributor's Bid documents.

15.1.2 After Audit approval by the school district for the annual new Distributor bid, the district will pursue final local approval of the IFB/Contract, sign the **Official Certification Form** (New Bids) or the **Bid Renewal Form** and mail to the Distributor. Issue of a local Purchase Order(s) is the official confirmation of Bid Award.

### **15.2 MID - TERM ECONOMIC PRICE ADJUSTMENT**

15.2.1 Whenever a manufacturer, packer or supplier increases rather than extends the cost of a distributor bid product, the distributor must solicit and document the cost from other approved sources (i.e. Recognized Market Reports, Consumer Price Index-Cost of Food Away from Home) in the same manner as for the initial Bid. The Distributor shall shop the market for "Best Buys" and provide documentation of such efforts with any Mid – Term price increases. Prior to petitioning the School District for price increases, the distributor must solicit written manufacturer quotations of the district pre-approved brands by the line item, or in the case of private label, solicit lower pricing from additional sources.

15.2.2 **Mid -Term Price Adjustments must be requested by the Distributor in writing (e-mail) to the school district a minimum of sixty (60) calendar days in advance of the effective date of February 1 of the Contract year which will be Friday, December 1, 2023.** Distributors will provide the School District a list of products with increases or decreases including both the current price and the increase/decrease price as appropriate. **Actual Cost and Fixed Fee (if shown) must be in separate columns.** After the completion of the Mid – Term Audit the School District will provide the Distributor written documentation (e-mail is acceptable) if the Mid Term pricing changes are accepted or declined (by item) prior to February 1.



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15.2.3 **MID - TERM AUDIT REQUIREMENT:** The Consultant, or designee, will provide Distributors with a list of products, from the Price Increase/Decrease List to be audited by January 10 of each year. On behalf of the DISTRICT Board of Directors, the Consultant will collect the required documentation, review and resolve issues and notify Distributors and the School District members of Audit Results, and any audited price changes, by January 10 each year. School Districts are to provide written notification to their Distributor of approval or disapproval of the Mid – Term Price Increase/Decrease changes before February 1 of each year.

**CONDITIONS OF THE MID – TERM AUDIT INCLUDE:**

- Mid – Term Audits will be conducted with each Distributor by the district Audit Committee, or Designee.
- The audit is conducted as a means of determining and verifying product cost changes to the Distributor from the manufacturer.

15.3 Acceptable documentation presented to the Audit Committee, designee, or the School District to conduct pre-and post-award audits, including, but not limited to the following:

15.3.1 A manufacturer Price Confirmation is acceptable for bid pricing received, but not yet purchased. Pricing documentation confirming the product unit cost must be provided and dated no more than 60 calendar days prior to the bid opening or renewal date and note the pricing as specifically for the School district.

15.3.2 Actual manufacturer's invoices, including any freight cost, on manufacturer's letterhead.

15.3.3 Documentation of discounts, rebates, allowances, and other procurement incentives intended for the School District received by the Distributor from the manufacturer and/or supplier.

15.3.4 Evidence of shopping the market for BEST PRICING (including freight) from manufacturers and packers to purchase quality food and supplies from the pre-approved brands listed on the Bid Specification Spreadsheet(s), locking in pricing for the greatest extent of time to avoid price increases.

15.3.5 The Distributor awarded the Contract shall agree to allow Audit Committee members, audit designee or School Nutrition Directors on site for inspection and review of documents at any time during normal work hours.

15.3.6 The Distributor shall keep all market bulletins, manufacturer quotes, and other information that served as the basis for the cost and the calculation for this Bid on file for audit purposes and such documentation is not required to be submitted with the Distributor's Bid.

15.4 **NON – SCHEDULED AUDITS:** All items included in the Bid Specification Spreadsheets are subject to audit at any time after the Distributor contract has been awarded, either by Audit Committee, their designee, or a member School District representative. The Distributor shall be given notice of the intent to conduct a Scheduled Audit and receive the documentation at least five workdays in advance. Documentation may be viewed at a time and place agreeable to both the Distributor and the Auditor(s).

15.5 **AUDIT: OVER OR UNDERCHARGES** (Pre- Bid or Mid Term) that reveal a Distributor has either overcharged or undercharged the School District will be treated as follows:

**Overcharges:** Whenever an invoice from a manufacturer reveals the price of a product delivered to the Distributor's warehouse is less than the quoted cost, a credit will be due on each case delivered at the incorrect price. The credit shall be provided within thirty (30) days of the close of the month in which the audit took place. The credit shall be made in the form of a credit or check made payable to the School District's School Nutrition Services Department. The price correction shall be made immediately.

**Undercharges:** Whenever an invoice from a manufacturer reveals that the price of a product, delivered to the Distributor's warehouse, is actually more than the quoted cost, a debit to the school district's account is NOT permitted. In the event of an unexpected market change that results in the manufacturer not honoring pricing quoted on a product for the costing period, it is the Distributor's responsibility to request a price



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increase for that product using procedures outlined in the Force Majeure section 33.0 of this IFB. The awarded Distributor must maintain records of documentation regarding prices within this contract, and any and all price changes until they have been audited.

### 16.0 TRANSMITTAL OF DELIVERY ORDERS

- 16.1** Orders will be submitted to the Distributor awarded the Contract by the School District on a schedule and by a method that is mutually agreeable to both parties. The School District prefers the shortest lead time possible in order to minimize inventory levels at schools. Order requirements not covered in this section should be listed in Special Conditions.
- 16.2** Orders may be transmitted electronically or verbally as mutually agreed upon by the Distributor awarded the Contract and the School District. Printed or electronic order guides shall be furnished by the Distributor for recording and/or transmitting orders. If Internet-based, electronic ordering systems are used, the Distributor will provide training on use of their ordering system to necessary School District personnel. The Distributor must block non-bid items from electronic ordering systems available to the School District.
- 16.3** The Distributor awarded the Contract shall provide a representative to screen orders, discuss orders with the School Nutrition Director, or designee, **on a weekly basis**; the representative shall ensure compliance with scheduled delivery, discuss substitutions and shortages, facilitate approval of substitutions, finalize orders for delivery (including USDA Donated Foods if required), and screen delivered orders for shortages, errors, and pricing mistakes.
- 16.4** **School District must give a 24-hour notice or as much as possible for an order cancellation not related to weather.**

### 17.0 BILLING AND PAYMENT REQUIREMENTS

- 17.1** Payment will be due to the Distributor awarded the Contract within thirty (30) days of date of the statement, or more frequently, as designated by the School District in Special Conditions.
- 17.2** The Distributor awarded the Contract shall provide each School District separate invoices and statements for food.
- 17.3** The Distributor awarded the Contract shall issue credit memorandums for returned/picked up items within ten **(10) working days** from the request to do so. Failure to issue credit memorandums in a timely manner shall constitute grounds for withholding payments.
- 17.4** It is understood and agreed that all products ordered directly by member districts either commercial products will be shipped to a location designated by the member district at the established contract prices as awarded in this contract and in effect on dates orders are placed. Invoices will be provided by the Distributor within 30 days of the date of purchase. Invoicing at variance with this condition will be subject to correction to the contract price prior to payment being made. Member districts agree to pay invoices within 30 days of receiving a correct invoice. All billing and payment issues must be resolved by September 30 following the last day of the current year contract. Distributor may withhold shipments if member district fails to pay correct invoices on time. Under no circumstances may a Distributor withhold shipment of goods when the failure to pay is the result of the Distributor not providing a correct invoice.
- 17.5** **Taxable items shall be invoiced separately and shall be billed on a separate statement or products shall be** identified as non-taxable. The current year **SUPPLY ITEM TAXABLE – NON – TAXABLE LIST** must be utilized by the Distributor. This list may be updated as supply items are added/deleted from the list. Out-of-state Distributors shall comply with the tax laws of the State of North Carolina for food and non-food items. Food and certain non-food items purchased under the contract are not subject to state and Federal Taxes according to the following state Statute:  
[https://ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_105/GS\\_105-164.13.html](https://ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_105/GS_105-164.13.html)

**NC General Statute § 105-164.13.** *Retail sales and use tax. (23) Sales of the following packaging items:*

## IFB/CONTRACT – GENERAL TERMS AND CONDITIONS

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*a. Wrapping paper, labels, wrapping twine, paper, cloth, plastic bags, cartons, packages and containers, cores, cones or spools, wooden boxes, baskets, coops and barrels, including paper cups, napkins and drinking straws and like articles sold to manufacturers, producers and retailers, when such materials are used for packaging, shipment or delivery of tangible personal property which is sold either at wholesale or retail and when such articles constitute a part of the sale of such tangible personal property and are delivered with it to the customer.*(26) Food and prepared food sold within the school building during the regular school day *are-exempt from sales and use tax.*

### 18.0 SITE DELIVERIES

- 18.1 Deliveries shall be made to schools on a regular schedule between hours that are mutually agreed upon by the School Nutrition Director and Distributor in a meeting after award of the Contract. Any deviation of the Distributor from the schedule will require notification of the School Nutrition Director or designee.
- 18.2 Two deliveries per site per week is anticipated, but the School District reserves the right to require more/less as needed and as volume requires. Known need for deliveries of more/less than one per school site per week shall be indicated within **Special Conditions**. School district will make efforts to work with the Distributor to consider order volumes and reduce frequency of small volume deliveries but are under no obligation to accept less than one delivery per school site per week.
- 18.3 Delivery schedules shall be submitted by the Distributor to the School Nutrition Director for approval a minimum of two (2) weeks prior to the first delivery and remain constant from week to week. To the degree possible, delivery routes should feature dedicated trucks that deliver in sequence to district schools on a predictable timetable. Conflicts with arrival and departure of students may require Distributor changing delivery routes for safety concerns.
- 18.4 The Distributor shall be notified by the School District in advance of holidays, student vacation and teacher workdays so that arrangements can be made for deliveries as approved by the School Nutrition Director. The School District shall provide the Distributor the school calendar. The School District will make efforts to provide advance notification to the Distributor in the event of weather-related closings.
- 18.5 Types of delivery vehicles used may be impacted by school sites and should be acquainted with facilities. Food must be delivered in a manner to remain hot. Any item delivered in other than proper condition will not be accepted.
- 18.6 If a product is omitted from an order by the Distributor, or is delivered in unacceptable condition replacement delivery must be made immediately, longer with District permission, with no minimum shipment requirement to each site.
- 18.7 Distributor drivers and helpers shall request the authorized school cafeteria manager, or the approved designee, to verify the accuracy of quantities of each item, and condition of merchandise from a delivery ticket. A designated school receiver shall sign each delivery ticket. Variations from the norm i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The Distributor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage or failure to meet specification.
- 18.8 Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order and packaged in containers that are new, appropriately designed for the products, and sturdy enough to protect the products in the loading, transit, unloading, and storage process.

### 19.0 OPTION FOR CONTRACT RENEWAL AND PROCEDURES

- 19.1 Unless this Contract is renewed beyond the expiration of the Contract as stated on the Bid Certification and Agreement, this Contract shall terminate June 30 of each contract year. The School District reserves the right to seek agreement of the Distributor to renew the original bid award for a period not to exceed four (4) additional terms of one (1) year each at the same or lower rate.



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- 19.2 RENEWAL OF FLAT FIXED FEES AND SPECIAL CONDITIONS** The School District reserves the right to renew the Distributor Fixed Fee(s) as stated on the original bid Official New Distributor Bid Tabulation Page. Renewal can be requested each year for a period not to exceed four (4) additional (1) year terms, after the original bid year, with mutual agreement of the School District and the Distributor concerning the following:

- 19.2.1 The same, or lower, distributor fixed fees may be renewed. The school district may negotiate a lower fixed fee with the distributor for a renewal.
- 19.2.2 The only accepted increase in the delivery of a Fixed-Fee will be based on fuel cost only as described in the IFB/Contract.
- 19.2.4 No changes that would substantially change the original IFB/Contract agreement or Special Conditions of that agreement may be extended in a bid renewal year.

### 20.0 BID RENEWAL PROCEDURES

- 20.1** The verbal Contract Renewal process may be initiated by either the school district or the Distributor in February of each year.
- 20.2** Renewal Documents Required: The Bid Renewal Certification Agreement, Special Conditions Update must be approved by Distributor, if not, district must re-bid. And, if required, the annual NCDA Donated Foods Storage Contract must to be completed, signed and returned to the School District by the Distributor no later than the Official Distributor Bid due date.
- 20.3** The original (first year) bid contract documents, addenda and all attachments are to be maintained as the ORIGINAL BID AGREEMENT between the Distributor and the School District.
- 20.4** After renewal approval, the School District will return a signed copy of the **Bid Renewal Certification Agreement and Special Conditions Agreement** to the Distributor.
- 20.5** The School District completed Purchase Order to the Distributor is the final approval of the Renewal Agreement.
- 20.6** School Districts in Renewal status will provide Usage Reports (via the new - year bid spreadsheets) to the awarded Distributor, at the same time as School Districts soliciting NEW bids, to provide Distributors sufficient usage data for product contracts and ordering.

### 21.0 FIXED – FEE ADJUSTMENT FOR FUEL PRICE INCREASE

- 21.1** The fixed - fee for fuel price increase may be adjusted mid-contract and at bid renewal. No other criteria may be considered in adjusting the fixed - fee. The Distributor may propose an increase in the flat fixed – fee if the following conditions exist: On the first Monday in November, if the price of fuel exceeds thirty (30) percent of the base fuel price, as established on the date of the initial Bid opening according to the Weekly on Highway Diesel Prices for the Lower Atlantic Region issued by the U.S. Energy Information Administration at: [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_r1z\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm)
- 21.2** If conditions exceed 30% of the base fuel price, Distributor may submit a written request for a mid-contract adjustment to the fixed - fee; the request must be submitted to the School Nutrition Director of the School District with a copy to, Coordinator, a minimum of 60 days prior to February 1. The request must include justification and market documentation for the increase based on fuel cost.
- 21.3** To propose an increase in the fixed - fee, the Distributor shall: (1) Determine if the base fuel cost (as reflected at the Bid opening) has increased by thirty (30) percent, and if so, (2) Document the increase in the price per gallon over the initial base fuel cost.
- 21.4** The increase in the fixed - fee shall be based on \$ .01 per each \$ .20 increase in the cost of fuel per gallon. For example, if the base fee established at bid opening is \$2.30 and fuel prices increased by forty – five (45) percent to \$3.33 per gallon on November 1, the \$ .01 may be applied per unit as indicated in the Distributor's original Bid.
- 21.5** The increase in the flat fixed – fee, based on fuel prices, may not exceed \$ .06 per unit in a contract period. The increase in the fixed - fee adjustment at mid-Contract will take effect on Feb. 1 of the contract year.
- 21.6** The same conditions for adjusting the fixed - fee shall apply to the Renewal of the Contract. If, on the first Monday in May, the cost of fuel exceeds thirty (30) percent of the base price that was established November 1, the Distributor may propose an increase in the fixed - fee, using the same procedure described in Item



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27.2 of this Section. The adjustment to the fixed - fee shall not exceed \$ .06 per unit. If, however, the price of fuel has dropped by thirty (30) percent from the base that was established on November 1, the Distributor shall reduce the fixed - fee accordingly.

### 22.0 PRODUCT USAGE REPORTS FROM DISTRIBUTOR

- 22.1 The Distributor awarded the Contract shall provide UPON REQUEST electronic product utilization reports to the School Nutrition Director, or designee, within 4 days of the request. These reports shall be submitted for total quantity delivered per line item (including substitutes for a bid line item) in the terms of bid units per school delivery point and/or combined district total.
- 22.2 Payments for the month prior to the due dates for the utilization reports may be withheld at the discretion of School District officials until utilization reports are received.
- 28.3 Contracted Distributors will submit a utilization report to the district that includes the total quantity delivered to all districts per line item(including substitutes for a bid line item) and all additional items requested by districts in the terms of bid when requested and as scheduled.

### 23.0 RECORDS RETENTION REQUIREMENTS

- 23.1 By signing this bid, the Distributor understands that the SCHOOL DISTRICT, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.
- 23.2 Additionally, the Distributor must provide all documents as necessary for the independent auditor to conduct the SCHOOL DISTRICT's single audit. The SCHOOL DISTRICT will contract to have the single audit conducted as a regular, direct expense to the SCHOOL DISTRICT; School Nutrition funds may not be used for this purpose.
- 23.3 The Distributor must retain pertinent records identified by source, type, and category for a minimum of three years after the School District makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the audit issues.

### 24.0 ASSURANCE OF NON-COLLUSION

- By signing this bid, the Distributor ASSURES that, to the best of his/her knowledge:
- 24.1 Neither the Distributor nor any business entity represented by the Distributor has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this IFB/Contract.
- 24.2 This bid has been arrived at independently and is submitted without collusion with any other, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give an unfair advantage over any other Distributor with respect to this IFB/Contract.
- 24.3 The Distributor has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer, confer, or agree to confer any benefit or anything of value to any person or entity related to the School District or any of its members in connection with any information or submission related to this bid, any recommendations, decisions, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid.
- 24.4 Neither the Distributor, nor any business entity represented by the bidder, nor anyone acting for such business entity has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another Distributor, competitor, or potential competitor prior to the opening of bids.
- 24.5 No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

### 25.0 ASSURANCES REGARDING LEGAL AND ETHICAL MATTERS

- 25.1 By signing this bid, the Distributor assures that: he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity, the Distributor has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response, the bid submitted conforms to all item



## IFB/CONTRACT – GENERAL TERMS AND CONDITIONS

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specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this IFB, if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this IFB to the SCHOOL DISTRICT at the proposed price and in accordance with the item specifications and the General Terms and Conditions contained in this IFB, the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid.

**25.2** The offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the Distributor will comply with any reasonable request from the SCHOOL DISTRICT to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards, concerning paragraph (4, 5 & 6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licenses necessary for lawful performance of its obligations under this contract, the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid will be competitive with those offered to a similarly situated customers in North Carolina. A similarly situated customer means a customer purchasing a similar or lower volume of products and subject to similar material General Terms and Conditions, including similar service and delivery requirements, contract duration, payment terms, geographical distribution, allowances, business mix and total sales, as analogous to the potential relationship contemplated between distributor and district."

**25.3** The offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SCHOOL DISTRICT and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract. The offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SCHOOL DISTRICT and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law, neither the SCHOOL DISTRICT nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SCHOOL DISTRICT declares the offering entity in default, he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution, Distributor s must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

### **26.0 REMEDIES FOR DISTRIBUTOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT**

**26.1** If the Distributor cannot comply with the General Terms and Conditions in fulfilling its Contract as anticipated, they must supply the same products or services contracted from other sources at the contract price. The distributors delay in the above will constitute the distributor's material breach of contract, whereupon the SCHOOL DISTRICT may terminate the distributor's contract for cause as provided by the remainder of this section.

**26.2** Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Bid Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Bid Certification.

**26.3** If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the SCHOOL DISTRICT may, in its sole discretion, terminate this contract in whole or in part, provided such termination follows the remaining requirements of this section.



## IFB/CONTRACT – GENERAL TERMS AND CONDITIONS

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- 26.4** Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given: 1) at least thirty (30) calendar days written notice (delivered by certified mail, return receipt requested ) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination. Failure to respond to the written notification of termination to rectify defects within five (5) working days will result in immediate termination of contract.
- 26.5** Notwithstanding anything contained in this section, in the event of documented and persistent breaches of any provisions in this contract by the Distributor, which are not addressed and rectified in a timely manner, the School District reserves the right to enforce the performance of this contract in any manner prescribed by law, including termination of the contract as deemed to be in the best interest of the school district.

**Valid causes for termination of this Contract will include, but are not limited to:**

- the Distributor's failure to adhere to any of the provisions of the General Terms and Conditions of this IFB,
- the Distributor delivering any product(s) that fail to meet the Item Specifications included in this IFB relating to the awarded product(s),
- the Distributor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SCHOOL DISTRICT,
- the Distributor's failure to provide timely, accurate billing and credits to the SCHOOL DISTRICT,
- the Distributor's failure to meet the required delivery schedules as identified in the contract documents, or
- the Distributor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy. Including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the School District elects to purchase other products from other sources, the School District will invoice the Distributor for any increased costs to the School District and the Distributor agrees, by submission of a bid response, to promptly pay any such charges invoiced.
- In the event the School District terminates this Contract, in whole or in part, for any reason provided for within the contract, the School District reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the SCHOOL DISTRICT.
- Any Contract termination, or persistent documentation of breach of contract provisions, resulting from any cause other than a Force Majeure event, will be deemed valid reason for not considering any future bid from the defaulting Distributor. In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

### **27.0 FORCE MAJEURE PROCEDURES**

- 27.1** The party seeking relief due to Force Majeure will be required to promptly notify the district in writing, citing the details of the Force Majeure event, including documentation, and request district approval of the Force Majeure. *Request Force Majeure Form from district.*
- 27.2** The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Distributor's industry equally and are not actions taken solely against the Awarded Distributor; acts of God (except natural phenomena, such as rain, wind or flood which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage; or supply chain disruption.
- 27.3** The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. They will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.
- 27.4** Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be executed for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.
- 27.5** The SCHOOL DISTRICT will not be responsible for any costs incurred by the Distributor because of the Force Majeure event unless the SCHOOL DISTRICT has requested, in writing, that the Distributor incur such costs in connection with any delay or work stoppage caused by the Force Majeure, and the SCHOOL DISTRICT has agreed in writing to incur such additional costs.



## IFB/CONTRACT – GENERAL TERMS AND CONDITIONS

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- 27.6 Notwithstanding any other provision of this section, in the event the Distributor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the SCHOOL DISTRICT shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the SCHOOL DISTRICT's rights as provided elsewhere in this contract.

### 28.0 WAIVER

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

### 28.0 RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the questioning party may demand that the other party give a written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) working days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

### 30.0 REGULATORY COMPLIANCE

- 30.1 The Distributor and SCHOOL DISTRICT mutually agree to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 30.2 The Distributor agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L 165).
- 30.3 The Distributor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- 30.4 The Distributor shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- 30.5 The Distributor shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
- 30.6 The Distributor shall comply with the provisions of the Consumer Product Safety Act.
- 30.7 The Distributor shall provide notification of **HUB Certification. ATTACHMENT G**
- 30.8 The Distributor shall complete and sign the **Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying ATTACHMENT H** and shall include this document as part of the Agreement.
- 30.9 The Distributor shall provide notification of **Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions ATTACHMENT I**
- 30.10 The Distributor shall abide by all APPLICABLE State and Federal laws and policies of the State Board of Education when providing services under this Contract.
- 30.11 The Distributor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 30.12 The Distributor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- 30.13 The Distributor shall comply with the provisions of the Davis-Byrd Act, as amended (40 U.S.C.3141-3148).
- 30.14 The Distributor shall comply with the provisions of the Rights to Inventions Made Under A Contract or Agreement. <https://www.law.cornell.edu/cfr/text/37/part-401> go to this link for scope and definitions



## 2023-2024 OFFICIAL OCS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

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### ATTACHMENT A

#### BRAND AND GRADE LABELS IDENTIFICATION – (if applicable)

Provide sample labels and identify grade definition of applicable Distributor color codes.

## 2023-2024 OFFICIAL OCS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

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### ATTACHMENT B

#### HACCP SUMMARY

Provide a current HACCP (Hazard Analysis Critical Control Point) summary describing company food safety practices.



# 2023-2024 OFFICIAL OCS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

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## ATTACHMENT C

### EVIDENCE OF INSURANCE

Attach copy, or evidence, of required Property, Liability and Worker's Compensation Insurance.

Distributor Insurance documents are mailed to the **School District Contact Listed** in this document.

# 2023-2024 OFFICIAL OCS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

## ATTACHMENT D










### NC LUNSFORD ACT N.C. General Statute 14-208.18

The Distributor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly, among other things, being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

#### CRIMINAL BACKGROUND CHECKS:

1. The Distributor shall conduct or have conducted within the previous twelve (12) months, a criminal background check (which includes a check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry) (collectively, "listed registries") on each of its employees or agents who, pursuant to this Agreement, engage in any services on the premises of a school or within 300 feet of any location intended primarily for the use, care, or supervision of minors, including but not limited to schools, children's museums, child care centers, nurseries, and playgrounds, prior to any such employee or agent engaging in such services.
  - a. Distributor shall conduct such criminal background checks no less than once every twelve (12) months thereafter.
  - b. Distributor shall maintain a log of the date and results of all such criminal background checks and subsequent criminal background checks for those assigned employees and agents.
  - c. Within 5 days of a request from the school district, Distributor shall provide to the school district the log and results required by subsection b above.
2. Distributor shall not assign any employee or agent to, pursuant to this Agreement, provide services on the premises of a school or within 300 feet of any location intended primarily for the use, care, or supervision of minors, including but not limited to schools, children's museums, child care centers, nurseries, and playgrounds if said worker:
  - a. appears on any of the listed registries;
  - b. has been convicted of any crime, whether misdemeanor or felony, involving a minor;
  - c. has been convicted of any felony involving sex, violence, or drugs; or
  - d. has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel.
3. Each North Carolina school district reserves the right to prohibit any individual employee or agent of Distributor from providing services on school district property or at any school district events if the school district(s) determines, in its sole discretion, that such employee or agent poses a threat to the safety or well-being of students, school personnel or others.

Signed:

		
<b>Authorized Signature</b>	<b>Printed Name</b>	<b>Title</b>
		
<b>Name of Company</b>	<b>City, State, Zip Code</b>	
		
<b>Telephone</b>	<b>E-Mail</b>	<b>Date</b>



# 2023-2024 OFFICIAL OCS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

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## ATTACHMENT E

### DISTRIBUTOR'S FOOD RECALL POLICY/PROCEDURES

The U.S. food service industry is the safest in the world, but issues surface from time – to – time requiring fast and effective communication to recall a product that has been deemed unsafe.

**Provide a summary, or attach a document, explaining your company policy on addressing Food – Recalls.**



**Company Name (Type)**

 **Signature of Authorized Representative**

 **Print Authorized Representative Name**

 **Date**

# 2023-2024 OFFICIAL OCS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

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## ATTACHMENT F

### PRODUCE – GAP CERTIFICATION – LOT 4 PRODUCE DISTRIBUTORS ONLY (if applicable)

Growers providing produce to packers and s serving school districts under an award of this IFB must have a verified and audited GAP program in place to make sure their produce is free of contamination. The goal of this program is to increase the number of farmers following Good Agricultural Practices (GAP)/ Good Handling Practices (GHP) and using third party audits to verify their food safety program. A list of GAP certified growers, listed by state, is available at the following website:

<http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.dotemplate=TemplateD&page=FreshFVGAPGHPStateIndex>

**Signature Indicates agreement of the Distributor to provide U.S. produce from GAP certified growers.**



**Company Name (Type)**

  
**Signature of Authorized Representative**

  
**Print Authorized Representative Name**

  
**Date**



# 2023-2024 OFFICIAL OCS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

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## ATTACHMENT G

### HUB CERTIFICATION

Historically Underutilized Business (HUB) Certification

Companies submitting Bids that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB)

Entities are encouraged to indicate their HUB status when responding to this IFB.

Mark YES or No with an "X" as applicable and sign below.

☐ **Yes**, I certify that my company has been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB), and I have attached a copy of our HUB certification to this form.

Required documentation for recognition as a HUB:

Check all that apply:

- ☐ Minority
- ☐ Small Business
- ☐ Women Owned

☐ **No**, I certify that my company is does not qualify for HUB status.



**Company Name (Type)**



**Signature of Authorized Representative**



**Print Authorized Representative Name**



**Date**

# 2023-2024 OFFICIAL OCS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

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## ATTACHMENT H

### CERTIFICATION OF CONTRACTS, GRANTS, LOANS, COOPERATIVE LOBBYING AND COOPERATIVE AGREEMENTS

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, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. 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.

  
**Company Name (Type)**

  
**Signature of Authorized Representative**

  
**Print Authorized Representative Name**

  
**Date**




# 2023-2024 OFFICIAL OCS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

## ATTACHMENT I

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- (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 debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this bid 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/bid 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 participant shall attach an explanation to this bid.

 **Company Name (Type)**

 **Signature of Authorized Representative**

 **Date**

 **Print Authorized Representative Name**

#### Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary" covered transaction, "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining copy of the regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# 2023-2024 OFFICIAL OCS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

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## ATTACHMENT J

Thank you for the opportunity, but our company declines to bid for the 2022-2023 contract period.

Distributor Signature	Date
Printed Name	Title



## DISTRICT PROFILE –OCS SCHOOL DISTRICT MEMBER

Double Click on gray box and type in Default text box.

**School District School Year/Name:** Orange County Schools

Enter profile data by single click under School Name and using TAB key to move to the next data box.

School Name/ Manager Name	Address	City, State, Zip - Phone	Delivery Monday & Wednesday	SUMMER FEEDING PROGRAMS (YES/NO)
Cedar Ridge High School/ Ja'Kori Moore 919-245-4000, ext. 21075	1125 New Grady Brown School Rd.	Hillsborough, NC 27278	25 pizzas/day	Yes
Orange High School/ Valerie Newman 919-732-6133, ext. 20075	500 Orange High School Rd.	Hillsborough, NC 27278	25 pizza/day	Yes
AL Stanback Middle School, Christi Hemingway 919-644-3200, ext. 31075	3700 NC HWY-86	Hillsborough, NC 2727	4 pizza/day (Monday); 40 pizzas/day (Wednesday)	No
			<b>Delivery Wednesday</b>	<b>SUMMER FEEDING PROGRAMS (YES/NO)</b>
Gravelly Hill Middle School, Jacqueline Hester 919-245-4050, ext. 32075	4810 W Ten Rd.	Efland, NC 27243	30 pizzas/day	Yes
Orange Middle School, Shamika Morton-Wallace 919-732-6121, ext. 30075	308 Orange High School Rd..	Hillsborough, NC 27278	40 pizzas/day	No

School Nutrition Office:

Physical Address: 920 Corporate Dr., Hillsborough, NC 27278

Mailing Address: 200 E. King St., Hillsborough, NC 27278

SN Director:

Sara Pitts

Email: [sara.pitts@orange.k12.nc.us](mailto:sara.pitts@orange.k12.nc.us)

Phone: 919-245-4002, ext. 1

Purchasing Staff Member:

Kim Copeland

Email: [kim.copeland@orange.k12.nc.us](mailto:kim.copeland@orange.k12.nc.us)

Phone: 919-245-4002, ext. 0

Emergency Contact

Amy Crabtree

Email: [amy.crabtree@orange.k12.ns.us](mailto:amy.crabtree@orange.k12.ns.us)

Phone: 919-245-4002, ext. 2

## DISTRICT PROFILE –OCS SCHOOL DISTRICT MEMBER

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### Traditional Calendar:

Monday, August 28: First Day of School

Monday, September 4: Labor Day – **No School**

Monday, September 25: Teacher Work Day – **No School**

Wednesday, November 22: **No School**

Wednesday, December 20: No School

Monday, December 25: Holiday – No School

Wednesday, December 27: No School

Monday, January 1: Holiday -No School

Monday, January 15: Holiday - No School

Monday, January 22: Teacher Work Day -No School

Monday, February 18: Teacher Work Day - No School

Monday, March 25: Spring Break - No School

Wednesday, March 27: Spring Break – No School

Monday, April 1: Teacher Work Day – No School

Monday, April 29: Teacher Work Day – No School

Monday, May 27: Holiday – No School

Friday, June 7: Last Day of School



# 2023–2024 Official OCS Distributor Bid Specifications/ Special Conditions

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## School: Orange County Schools

Special Conditions are circumstances that are required of ALL bidders for the LOT(S) BID. NOTE: In bid renewals, Special Conditions that change the original bid parameters of the bid are not allowed.

Special Conditions must be reviewed and agreed upon by the School District and potential Distributors **PRIOR to the Bid Award Opening**. Any change to the Special Conditions by one Distributor requires the School District to issue a local amendment to all potential bidders, a minimum of seven (7) working days prior to bid opening, which would be **October 2, 2023**.

### Special conditions are circumstances that are required of all Bidders for the BID.

All commercial pizzas will meet the specifications outlined below. Pizza will be pre-cut into eight (8) equal slices. Bidder shall include product specifications, product nutritional analysis sheets, and a list of allergens for each product being bid. The information must be verified by outside testing laboratories using standard product testing procedures. Failure to provide this information may disqualify the bid.

All deliveries are to be made in insulated bags. The temperature of the product at the time of delivery must be 140°F or higher (as inspected by cafeteria manager or designee, with bi-metallic stem thermometer, randomly throughout the delivery).

All pizza delivered shall be individually packaged bearing the vendor's business logo. Packaging shall be an oven-proof box with lid that is supported to prevent the lid from sticking to the pizza.

All Distributor preparation sites must have a GRADE A sanitation report for the bid to be considered. Copy of latest inspection shall be provided with bid document. A GRADE shall be maintained during the contract period. Review of inspection report files and on-site inspection of the facilities shall be provided upon request to the School Nutrition Office.

Only 14" pizzas will be delivered. All pizza must at least meet the following USDA nutritional specifications:

1. Crust: To be made with whole grain/enriched dough (minimum of 51% whole grain). Dough is to be equal 16-ounces in weight. Pan or hand tossed style crust only. Each slice must provide a minimum of 2.0-ounce grain equivalent.
2. Sauce: A low-sodium tomato sauce paste with blend of Italian seasoning. Total sauce shall equal 6.0-ounce in volume.
3. Cheese: Only light, low-sodium, Mozzarella cheese. Total cheese weight for all cheese and vegetable pizza shall equal 16-ounces. Total weight of cheese and other proteins on all the other pizzas must be provided 16 oz meat/meat alternate contribution per USDA Nutrition standards. Each slice must be providing a minimum of 2.0 meat/meat alternate.
4. Toppings: A choice of light, low-sodium cheese, vegetable, reduced fat pepperoni or specialty meat toppings will be available to all schools. Based on historical sales data and current projections, ordering is expected to be 40% cheese pizza, 45% pepperoni pizza, and 15% other. Topping preferences and subsequent orders can vary slightly according to student preferences over time. However, for the purpose of evaluating bids consistently, pricing will be weighted based on these percentages for pizza types requested.
5. One slice of eight (8) cut pizza shall not exceed 30% of calories from fat, 14% calories from saturated fat and have zero (0) trans fat.
6. Net weight of all pizzas must be great than or equal to 38.0-ounces.

### Additional Conditions:

1. In the event the distributor is unable to deliver the product to any school, the School Nutrition Office will seek product from any other firms at such prices as may be charged without competitive bids. The difference between paid and the bid contract price shall be billed to the vendor.
2. The cafeteria manager or designee upon arrival will inspect the pizzas. Pizzas must be delivered at 140°F or higher (as inspected by cafeteria manager or designee, with bi-metallic stem thermometer. Pizza will be delivered insulated bags.
3. Pizza slices that are rejected by students due to quality or irregular cuts will be returned with the driver, the following day, for credit or replacement.



## 2023–2024 Official OCS Distributor Bid Specifications/ Special Conditions

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4. Pizza delivered late will be returned with the driver for credit and will be grounds for cancellation of the contract. The school district reserves the right to reduce or decline a delivery which occurs after the lunch period has begun to cover cost of food product which had to be produced in lieu of the commercial pizza.
5. Continual late deliveries and/or inconsistent quality by any store will be grounds for cancellation of contract.
6. Distributor agrees to provide copies of an invoice for each delivery or for all deliveries made in one day. The invoices will have a unique invoice number. The person accepting delivery must sign invoices.
7. Point of sale materials including banner and posters will be provided to promote the product to students. Materials will be appropriate for display in school cafeterias. Samples of posters and banners will be submitted to the School Nutrition Office for approval prior to being distributed to schools.

The dates of delivery and the number of deliveries per school will be mutually agreed upon by the vendor and the School Nutrition Director or designee prior to the first delivery per school year.  
For Commercially prepared and cooked products:

No deliveries will be allowed or accepted at Middle and High Schools prior to 10:30 am or mutually agreed upon.

Vendor shall be solely responsible for removing all commercial pizza racks and delivery materials promptly, the school district will not be held responsible for commercial pizza racks or equipment.

No deliveries will be allowed to sit on the floor of the storerooms, refrigerators, freezers or kitchens, all products must be on a rack or on a shelf.

SNS staff members are not authorized to be in the school to accept deliveries on non-operational days. Managers are not allowed to make arrangements to meet the delivery driver during a weekend, student vacation day, intersession, or school break. SNS Director will not authorize payment for any product or invoice on a non-operational date.

SNS may require emergency deliveries based upon equipment failure, missing product, or changes in participation expectations. The vendor and CNS Director will make an agreement concerning emergency deliveries.

### **Additional Information Needed with Bids:**

1. List of all store names and addresses that will be used for pizza delivery and a copy of the most of the most recent Sanitation score for each store.
2. Product specification analysis for each product which includes: Product name; crust style; ingredient list; weight of crust, sauce, meat and oil in ounces for 1/8 pie.
3. Product Nutritional Analysis sheet which includes at least the following information for 1/8 slice: Calories (kcal); protein (g); total fat (g); saturated fat (g); carbohydrates (g); iron (mg); sodium (mg); vitamins; calories from fat; % calories from fat – name of laboratory that performed the test.
4. List of allergens: Must not contain peanut oils or peanut products.
5. Bid price for large pizza are specified, delivered to the individual school kitchens, packaged as indicated in bid specifications for the bid period November 6, 2023 – June 30<sup>th</sup>, 2024 shall be:  
\$ \_\_\_\_\_ each – Cheese Pizza  
\$ \_\_\_\_\_ each – Single Meat (Protein) Pizza – pepperoni and sausage  
\$ \_\_\_\_\_ each – Single Vegetable Pizza  
\$ \_\_\_\_\_ each – Vegetable Combination Pizza
6. **Vendor will provide 5 samples of each product listed above made in accordance with bid specifications at the bid opening. If Multiple Units/Locations are producing the product, only one unit must submit samples. No substitution of required ingredients will be allowed.**



# 2023-2024 Official OCS Distributor Bid Specifications/ Special Conditions

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## **DISTRIBUTOR**

### **AGREEMENT/COMMENTS TO SPECIAL CONDITIONS**

The Distributor has read and agrees to  
provide the Special Conditions.

**Name of Distributor Representative**

**Signature of Distributor Authorized To Sign Bid**

**Title of Distributor Representative**

**Date** \_\_\_\_\_

Comments by the Distributor to the Special  
Conditions should be made below: