2026 -2027 OFFICIAL DISTRIBUTOR INVITATION
NEW VENDING IFB/CONTRACT (REVISED 5.4.2026)

Orange County Schools
4-2-26
IFB/CONTRACT# 060- 2026 - 2027

*This invitation is issued to Distributors with interest in submission of a NEW CONTRACT for the procurement and delivery of MILK as listed for federally-funded Child 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 DUE DATE AND TIME

***BID DUE DATE AND TIME: May 27, 2026* – 10:00 AM ET**
Bid Opening at: Orange County Schools
920 Corporate Drive
Hillsborough, NC 27278

DISTRIBUTORS SUBMITTING NEW IFB/CONTRACT BIDS:

- Information needed to complete this bid is found in the attached **Distributor New Bid Documents, Attachments, Official IFB/Contract** and **Official Bid Spreadsheets**. The **2026- 2027 New Bid Certification and Agreement details the required documents**.

- **Specifications for Distributor Bid Products must be provided,** including the Buy American (BA) statement by **June 1, 2026. NOTE**: USDA requires BA only for products that are part of the school meal components: meat/meat alternate, grains, fruits/vegetables and fluid milk.

FOR DISTRIBUTOR INFORMATION: 2026-2027 BID OPENING PROCEDURES

- School District representatives will follow the local Procurement Procedures to open competitive bids. Witnesses are to be present and sign in at the bid opening. Sign in sheets are to be filed with bid process documents in the school district.
- Bids MUST be received by at 10:00 AM on May 27, 2026. Following the local procedures for opening Formal Bids, the School District may begin reviewing bids at 10:00am.
- The 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.
- The school district will report Distributor Bid Totals and the Apparent Preliminary Bid winner from the **Official New Bid Tabulation Sheet.**

ACTIONS REQUIRED PRIOR TO SCHOOL DISTRICT ANNOUNCEMENT OF BID AWARD

- Distributor bid tabulations by line items are reviewed, corrected and Distributor Bid Total is verified by the School District. Mathematical errors made by the Distributor are reported by the School District to the vendor in writing (e-mail) and corrected.
- **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 Representative after local school board approval. One copy is filed by the School District and one copy is mailed to Awarded Distributor.
- **Final Official Notification** of bid award is the issuance of a **Purchase Order** to the Awarded Vendor.

2026 -2027 OFFICIAL DISTRIBUTOR INVITATION
NEW VENDING IFB/CONTRACT (REVISED 5.4.2026)

BID QUESTIONS – SCHOOL DISTRICT CONTACT

Name: Valerie Green, SN Director

E-Mail: valerie.green@orange.k12.nc.us

Phone: 919-245-4002

Orange County Schools

Vending Bid

Addendum 1:

1. **Change in the invitation:**
   BID DUE DATE AND TIME: *May 27, 2026* – **10:00 AM ET**
   Bid Opening at: Orange County Schools
   920 Corporate Drive
   Hillsborough, NC 27278

   Valerie Green
   May 4, 2026

Orange County Schools
School Nutrition Services
Request for Bid (RFB)
RFB# 2627-001 Beverage Bid

USDA NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Orange County Schools

School Nutrition Department

RFB# 2627-001 Beverage Bid
Request for Bid

This invitation is issued to Vendors with interest in bidding a contract for the procurement and delivery of beverage products – to include coolers, vending machines, and/or merchandisers - as listed in this contract for federally-funded School Nutrition programs operating in our School District. This awarded contract becomes the FIRST YEAR of a contract with the potential of four – one year renewals provided both Vendor and School District agreement terms are accepted.

BID QUESTIONS – SCHOOL DISTRICT CONTACT

Name: Valerie Green
E-Mail: valerie.green@orange.k12.nc.us
Phone: 919-245-4002

BID PERIOD: August 1, 2026 – July 31, 2027

BID OPENING DATE: May 27, 2026 **TIME OF BID OPENING: 10:00am**

LOCATION: Orange County Schools
School Nutrition Services

VENDORS SUBMITTING RFB/CONTRACT BIDS:

- Information needed to complete this bid is in the attached RFB/Contract and Official Bid Spreadsheets.
- Bids that are hand-delivered should be received prior to 11:00am on May 28, 2026. Envelopes should be labeled:
  RFB# 2627-001 Beverage Bid
- It is the Vendor's sole responsibility to assure a mailed bid is received by the deadline, no exceptions. Mail tracking delivery with signature is recommended. Please note different addresses below, depending on method of delivery.

United States Postal Service:
Orange County Schools
200 E. King St.
Hillsborough, NC 27278
ATTN: Valerie Green
RFB# 2627-001 Beverage Bid

Specification sheets for bid products must be submitted with bid documents.

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.

- 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. Vendor questions pertaining to such shall be put in writing and delivered to Valerie Green. Official clarification will be e-mailed to all vendors after the Official Bid Opening.

ACTIONS REQUIRED PRIOR TO SCHOOL DISTRICT ANNOUNCEMENT OF BID AWARD

- Vendor bid tabulations for line items are reviewed, corrected and **Vendor Bid Total is verified** by the School District. Mathematical errors made by the Vendor are reported by the School District to the vendor in writing (e-mail) and corrected.

- **Preliminary Award Letter** is sent from the School District to ALL Vendors bidding noting the verified bottom line bid totals from each bidder.

- **Local School District approval** for the bid contract is received for the Preliminary Awarded Vendor.

- **The Official Bid Certification and Agreement** page is signed by School District Representative after local approval. One copy is filed by the School District and one copy is mailed to Awarded Vendor.

- **Final Official Notification** of bid award is the issuance of a **Purchase Order** to the Awarded Vendor.

BID CERTIFICATION AND AGREEMENT

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

VENDOR NAME _____

ADDRESS _____ **CITY & STATE** _____ **ZIP** _____

DEFINITIONS

- The awarded contract may be renewed for up to four (4) one-year agreements. The first bid period is August 1, 2026 thru July 31, 2027. In such renewals, the School District and the current Vendor agree to "renew, lower, or increase" the firm fixed price of the original RFB/Contract. Price increases at renewal are based on the Consumer Price Index and not to exceed 5%.

- **The term "RFB/Contract," means the comprehensive collection of the following items sent to eligible Vendors as information and to be completed and to be returned to the School District as part of the Official Documents of the Bid Packet:**

  1. **Bid Invitation to Vendor** – Notification to Vendors of Bid Opening Date and details of requirements.
  2. **RFB# 820-26-27 Beverage Bid Terms and Conditions** – Copy for Vendors file, do not return with bid packet.
  3. **RFB# 820-26-27 Beverage Bid Attachments A – J** – Completed and signed with original Vendor signature and returned with bid packet.
  4. **RFB# 820-26-27 Beverage Bid Spreadsheets with Product Usage Estimates** – Vendor is to complete and return with the School District bid package.
  5. **Bid Certification and Agreement** - Signed and returned by the Vendor. School District Official signs **after** School District approval of award and the completed/signed Agreement copy is mailed to the awarded Vendor. The agreement is effective by the issue to the Vendor of a School District Purchase Order.
  6. **School District Profile** – Updated profile of local schools provided to the awarded Vendor by School District.

- **BIDDER DISQUALIFICATION:** Vendor 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 Vendor submittal errors other than the two Vendor errors defined below as an immediate **Non-Responsive Bid:**

  - **FAILURE TO SIGN THE OFFICIAL VENDOR BID CERTIFICATION & AGREEMENT FORM**
  - **ANY CHANGE TO THE RFB/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 RFB 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 RFB/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 "firm fixed fee" prices set correlating to each item and within the time frame specified.
- By responding to this RFB/Contract, the Vendor 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 Vendor also certifies no one connected to this company has had any connection with the development or drafting of this RFB/CONTRACT. Under penalty of perjury, the undersigned Vendor 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 Vendor has read and understands all the Terms and Conditions in RFB# 2627-001 Beverage Bid and agrees to be bound by them, and is authorized to submit Bids on behalf of the Vendor.

VENDOR BID CERTIFICATION AND SIGNATURE

I certify by my signature below that the required prices quoted and brands specified in the bid spreadsheets of this RFB/CONTRACT are correct and that I have the authority to obligate the company named to perform under requirements of this Bid Certification and all Terms and Conditions stated in the RFB, Attachments, Special Conditions and attached addenda.

_____ _____

Name of Vendor Representative **Original Signature of Vendor Authorized To Sign**

_____ _____

Title of Vendor Representative **Name of Company**

Date_____

SCHOOL DISTRICT OFFICIAL ACCEPTANCE SIGNATURE

If any, or all parts, of the Vendor Bid are accepted by the School District, an authorized School District representative shall affix their signature hereto and collectively this Bid Certification and Agreement, along with the Attachments, Addenda and the Vendor's bid sheets shall become the Contract and shall represent the agreement between the School District and the Vendor. The sections outlined in the Terms and Conditions of the RFB/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.

Local School District approval by the Orange County School Board of Education are prerequisites PRIOR TO School District signature on the Bid Certification and Agreement. One (1) original copy is mailed to the awarded Vendor and one (1) original copy retained by the School District. The agreement is finalized with (1) the signature and return of this document by the vendor to the School District and (2) issue of Purchase Order to the vendor.

Name of School District Representative (print)

Signature of School District Representative

Title of School District Representative

Date_____

Name of School District

School District Profile

School Name/ Manager Name	Address	City, State, Zip - Phone	FRESH FRUIT & VEG PROGRAM (YES/NO)	SUMMER FEEDING PROGRAMS (YES/NO)
Central Elementary/ Grace Brantley	154 Hayes St.	Hillsborough, NC 27278 919-732-3622	Yes	No
Efland Cheeks Elementary / Juanita Vanegas	4401 Fuller St.	Efland, NC 27243 919-563-5112	Yes	No
Grady Brown Elementary/ Donetta Evans	1100 Grady Brown School Rd	Hillsborough, NC 27278 919-732-6138	Yes	Yes
Hillsborough Elementary/ Meredith Hershberger	402 Nash St	Hillsborough, NC 27278 919-942-9696	No	Yes
New Hope Elementary/ Carmen Martinez	1900 New Hope church Rd	Chapel Hill, NC 27514 919-942-9696	Yes	Yes
Pathways Elementary/ Jessica Lunsford	431 Strouds Creek Rd	Hillsborough, NC 27278 919-732-9136	Yes	Yes
River Park Elementary/ Debbie Tant	240 St. Marys Rd	Hillsborough, NC 27278 919-732-9326		Yes
A.L. Stanback Middle School/ Christi Hemingway	3700 NC-86	Hillsborough, NC 27278 919-644-3200		Yes
Gravelly Hill Middle School/ Candice Evans	4801 W. Ten Rd.	Efland, NC 27243 919-245-4000		Yes
Orange Middle School/ Yvette Rivera	308 Orange High School Rd.	Hillsborough, NC 27278 919-732-6121		No
Cedar Ridge High School/ JaKori Moore	1125 New Grady Brown School Rd.	Hillsborough, NC 27278 919-245-4000		Yes
Orange High School/ Valerie Newman	500 Orange High School Rd.	Hillsborough, NC 27278 919-732-6133		Yes

1.0 GENERAL PROVISIONS OF THE RFB/CONTRACT

2.0 CONTRACT DECLARATIONS AND PROFILE

3.0 VENDOR MINIMUM QUALIFICATIONS

4.0 VENDOR INSURANCE REQUIREMENTS

5.0 VENDOR PERSONNEL REQUIREMENTS

6.0 VENDOR BID ERRORS AND PRICING REQUIREMENTS

7.0 FIRM FIXED PRICE BID PROCEDURES AND ECONOMIC PRICE ADJUSTMENT

8.0 VENDOR BID AWARD METHOD

9.0 RFB – 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 VENDOR BID AWARD

14.0 SUBSTITUTION AND DISCONTINUED PRODUCT REQUIREMENTS

15.0 TRANSMITTAL OF DELIVERY ORDERS

16.0 BILLING AND PAYMENT REQUIREMENTS

17.0 SITE DELIVERIES

18.0 OPTION FOR CONTRACT RENEWAL AND PROCEDURES

19.0 PRODUCT USAGE REPORTS FROM VENDOR

20.0 RECORDS RETENTION REQUIREMENTS

21.0 ASSURANCE OF NON-COLLUSION

22.0 ASSURANCES REGARDING LEGAL AND ETHICAL MATTERS

23.0 REMEDIES FOR VENDOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT

24.0 FORCE MAJEURE PROCEDURES

25.0 WAIVER

26.0 RIGHT TO ASSURANCE

27.0 REGULATORY COMPLIANCE

VENDOR REQUIRED BID ATTACHMENTS

ATTACHMENT A – EVIDENCE OF REQUIRED INSURANCE

ATTACHMENT B – LUNSFORD ACT COMPLIANCE

ATTACHMENT C – HACCP SUMMARY

ATTACHMENT D - FOOD RECALL POLICY/PROCEDURES

ATTACHMENT E – HUB CERTIFICATION

ATTACHMENT F – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, LOBBYING AND COOPERATIVEAGREEMENTS

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

ATTACHMENT H – BRAND LABELS

ATTACHMENT I – NO BID RESPONSE

ATTACHMENT J – VENDOR INFORMATION FORM

GENERAL PROVISIONS OF THIS RFB/ CONTRACT

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 RFB 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.

1.1 **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 Vendor to notify Valerie Green, in writing via e-mail, at valerie.green@orange.k12.nc.us no more than **five (5) working days** after the date the RFB/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.

1.2 **ADVERTISMENT OF BID:** As required by the NC State Division of Purchase and Contract, solicitation for this RFB/Contract Bid has been advertised with the State of North Carolina Interactive Purchasing System a minimum of two weeks in advance of the bid opening.

1.3 **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 Vendor known to have received the initial RFB/Contract. Addenda may be issued until May 10, 2026. However, before submitting an RFB/Contract, it shall be the responsibility of each Vendor to determine whether additional addenda were issued. **INQUIRIES** concerning interpretation or additional clarification or additional information pertaining to this RFB must be made in writing (electronic accepted) within nine (9) calendar days prior to the bid opening date. For inquiries contact Valerie Green, in writing via e-mail, at valerie.green@orange.k12.nc.us.

1.4 **FIRM FIXED PRICE BID:** The method for calculation of this bid is Firm Fixed Price. The firm fixed price shall encompass the costs of the product's distribution, financing and profit, production losses, analyses cost, waste, labor, overhead, and transportation costs of the line items bid.

2.0 SCHOOL DISTRICT RFB – CONTRACT DECLARATIONS AND PROFILE

Orange County Schools is herein after referred to as the **School District**, is requesting to receive Bids from an OFFERING ENTITY, herein after referred to as the **Vendor**, defined as a company that is offering to provide the services of ordering, warehousing and delivery of beverages for use in the School District's School Nutrition Program.

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

Orange County Schools reserves the right to reject any or all bids, or parts thereof, and to waive informalities and/or irregularities thereof.

Orange County Schools 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 RFB/Contract, the offer may not be withdrawn until or unless rejected or not accepted by the School District.

Orange County Schools requires the RFB/Contract and all attachments and addenda hereto awarded to become the Contract between the School District and the awarded Vendor.

Orange County Schools requires the Vendor 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 Vendor 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.

Orange County Schools requires that the Local School District issue the approved and appropriately signed **Official Certification Form** to the Awarded Vendor and the issue of a local **Purchase Order** to the Vendor as the **Final Bid Award.**

Orange County Schools will provide a SCHOOL DISTRICT PROFILE which includes pertinent information about the district such as the school names, addresses and current average daily lunch meals served and the type of merchandiser needed for each school. The School District will provide the awarded Vendor the School Calendar.

3.0 VENDOR MINIMUM QUALIFICATIONS

Vendor awarded the Contract must have a minimum of one (1) year of experience in commercial food warehousing/delivery business and must maintain all required state and local business licenses and a Certificate of Authority from the Secretary of the State of North Carolina. Vendor 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 to the General Terms and Conditions of this RFB. The School District reserves the right to make the final determination as to the Vendor's ability to provide the products and services requested herein.

https://www.sosnc.gov/Guides/launching_a_business/register_your_business

4.0 VENDOR INSURANCE REQUIREMENTS

4.1 The Vendor 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 Vendor 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. In addition, the School District Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies.

4.2 **Certificates of such insurance** shall be furnished by Provider to the School District Contact and shall contain an endorsement to provide the School System at least 10 days 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.

4.3 **Commercial General Liability** – Vendor shall maintain Commercial General Liability insurance that shall protect the Vendor 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.

4.4 **Vehicle Bodily Injury and Property Damage** - The Vendor 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.

4.5 **Worker's Compensation** - The Vendor 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.

4.6 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.

5.0 VENDOR PERSONNEL REQUIREMENTS

5.1 The Vendor's personnel are to always present a professional appearance 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.

5.2 The Vendor's personnel are forbidden to consume alcohol or use illegal drugs, use tobacco (to include vapor products), or possess firearms on school property at any time.

5.3 The employment of unauthorized aliens by the Vendor is considered a violation of Section 247A (e) of the Immigration Reform and Control Act of 1986. If the Vendor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the Contract.

5.4 **NC LUNSFORD ACT N.C. GENERAL STATUTE 14-208.18:** The Vendor 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.**

6.0 VENDOR BID ERRORS AND PRICING REQUIREMENTS

6.1 **BID ERRORS: <u>The following two bid errors are non – negotiable and may result in bid disqualification</u>.**

1) **NO ORIGINAL SIGNATURE ON THE VENDOR BID CERTIFICATION FORM. 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.**
2) **ANY CHANGE TO RFB/CONTRACT LANGUAGE BY THE VENDOR**

6.2 **BUY AMERICAN PROVISION AND COUNTRY OF ORIGIN**: The Vendor 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 School 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.

6.3 **SPREADSHEET PRICING DIRECTIONS**: The INSTRUCTIONS for completing the Bid Spreadsheets are provided with the bid spreadsheets.

6.4 **MULTIPLE FLAVORS AND VARIETIES FOR A SINGLE LINE ITEM: ONE PRICE** is required for all flavors or varieties of the item the Vendor will stock. The Vendor and School District must communicate after the award as to flavors and volume to be stocked. **Multiple pricing per line item is not allowed.**

6.5 **NON – STOCKS -** The Vendor will insert the letters "NS" (NON - STOCK) in the block for the Vendor code to indicate it is a "non-stock" item due to low usage. The School District will review Non - Stock items with the Vendor prior to the final bid award to determine items required for their District, quantities intended and lead order time as needed. This method is applicable for "NS" line items and "NS" flavors within a line item when multiple flavors are available. The School District is responsible for purchasing non-stock (Special Order) products requested from the Vendor brought into stock on their behalf. However, the School District will not be responsible for more than a 60 - day average usage, or the remainder of the minimum shipment, after notification to the Vendor the product will no longer be needed or ordered.

6.6 **PRICE FOR EACH PRODUCT:** A cost price should be submitted for each bid specification identified for Vendor pricing in the bid spreadsheets.

6.7 **PRODUCT CODES AND PACK:** All efforts are made to provide correct specification before bids are mailed. All interpretations of the specifications shall be made on the basis of the following statement: If the bidder discovers or suspects error in the item specification or change in manufacturer formulation, the Vendor shall contact Valerie Green, Director of School Nutrition, at valerie.green@orange.k12.nc.us. The Director shall make the final determination of product equivalency and advise all potential bid parties through an e-mail Bid Addendum.

6.8 **UNIT PRICE/EXTENSION DISCREPANCY:** In the event of a discrepancy between the unit price and extension, the unit price will be considered correct. Errors found in Vendor extensions will be corrected and reported to the affected Vendor(s.) All Vendors will be notified of the corrected bottom line by the School District in the Preliminary Award Letter.

7.0 FIRM FIXED PRICE BID PROCEDURES AND ECONOMIC PRICE ADJUSTMENT

The Fixed Price shall remain firm for the duration of the Contract, and for the duration of any Summer Nutrition Programs offered by the School District. The awarded contract may be renewed for up to four (4) one-year agreements.

7.1 **FIRM FIXED PRICE/FEE –**The Fixed Price/Fee shall encompass the costs of the product's distribution, financing and profit, production losses, analyses cost, waste, labor, overhead, and transportation costs of the line items bid.

7.2 **ECONOMIC PRICE ADJUSTMENT:** Product pricing may be adjusted annually at bid renewal based on the Consumer Price Index, but not to exceed 5%.

8.0 VENDOR BID AWARD METHOD

The award method is lowest bottom line price from the bidding sheets and as recorded on the Official Vendor Bid Tabulation Sheet and after calculations are verified and corrected, as needed, by the School District.

8.1 **PACK SIZE**: The Vendor is to bid the pack size that they stock and indicate it on the bid sheet. Vendors may change the number of bottles per case to the pack size that will be the best value. If a Vendor changes the case size, the servings per case must also be changed.

8.2 The unit price is to be provided in CASES and EACH individual serving unit.

9.0 RFB - CONTRACT DEFINITIONS

9.1 **ACCURACY OF PRICING:** The accuracy of all unit prices and statements contained in this Bid is the responsibility of the Vendor, and no change or cancellation may be made except as provided in this RFB/Contract or it's amendments(s).

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

9.3 **BRAND LABELS:** The vendor should submit specification labels for all products bid. **ATTACHMENT H**

9.4 **BUY AMERICAN CERTIFICATION –** Certification required to be provided for all Vendor bid food product specifications to meet USDA Buy American requirement. Due at bid award and/or renewal of each year for products bid and any changes in products to be delivered to School Districts. Certifies 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.

9.5 **PRODUCT USAGE ESTIMATE** is a guide for the Vendor as to the potential product usage, but under no circumstances guarantees total product usage.

9.6 **COMMUNICATION:** The awarded Vendor shall communicate continuously via electronic messaging with the School District customer concerning product orders, product movement levels, substitutions, inventory, manufacturer shortages, etc.

9.7 **CUSTOMER ISSUES:** The vendor 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.

9.8 **VENDOR 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 beverage products.

9.9 **HACCP**: All Vendors submitting bids must provide a current **Hazard Analysis Critical Control Point Summary (HACCP)** describing the Vendors 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 C**

9.10 **INTERFACE WITH MANUFACTURERS**: The Vendor must communicate 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 Vendor 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 Vendors arising from purchases made under this RFB (hereinafter "Applicable Discounts, Rebates or Credits"). Vendor may receive and retain earned income, defined as income and profit earned by the Vendor for work or services performed by the Vendor 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 **MINIMUM SHIPMENTS:** The awarded Vendor must provide bid product items requested by the School District, provided the School District meets minimum shipment requirements to the Vendor.

9.13 **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.

9.14 **ON – SITE INSPECTIONS:** The School District reserves the right to request of the Vendor documentation, on-site inspections of facilities, delivery vehicles and records at any time during the Contract period.

9.15 **PRODUCT RECALL:** The Vendor 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 Vendor 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 Vendor is responsible for any consequences arising from the failure to make immediate notification. A one-page summary of the Vendor's Food Recall Policy/Procedures is required to be submitted with the Bid in **ATTACHMENT D**.

9.16 **PROTEST PROCEDURE:** Protests by the Vendor must be submitted in writing, with supporting documentation, to the School District within **five working days** after bid award. Protests should be made to the School Nutrition Director.

9.17 **QUALITY CONTROL ISSUES:** It is the responsibility of the School District and awarded Vendor to collaborate on solving local problematic order, delivery, and product issues.

9.18 **SUB-CONTRACTING:** The awarded Vendor will deliver all item(s) to the School District at the proposed price, in accordance with the item specifications and the terms and conditions contained in this RFB/Contract. **Sub-contracting of this Contract is not permitted** for any reason without the prior written permission of the School District.

9.19 **VALUE ADDED OPTIONS AND SERVICES:** Value Added Options and Services including, but not limited to, product merchandisers are required 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 Vendor 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 products delivered are to be from the most recent manufacturer pack date and to meet bid product specification.

10.2 Any change to brand and code product specifications shall be provided to the School District immediately by the Vendor. 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 Vendor 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 Vendor 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

Quantities reflected in this RFB are estimates based on the 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 RFB, 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.

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

12.1 **TIE BID:** In the event of a tie, the deadlock will be decided by using the following order:

- Documented evidence of unresolved service issues with a Vendor.

- Vendor is certified as Small Business/Minority Business/Women Owned Business.
- All else being equal, by coin toss by the School District with tie Vendor present.

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 Vendors 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 Vendor'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 Vendor Agreement, Legal Advertisement of Waiver for Competitive Bidding and Local Board Approval by both Districts is required. Pursuant to **G. S. 143-139 (g),** when a Local Board of Education (BOE) determines it is in the best interest of the 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 district to purchase from the bid/contract with any other district. The requesting district's BOE, having approved the waiver for competitive bidding, may enter into a new and separate contract with a Vendor who has contracted with another district provided that district's BOE is in agreement and the Vendor is willing to extend the same or more favorable prices, terms and conditions to the requesting district for which competitive bidding has been waived.

13.0 PRELIMINARY VENDOR BID AWARD

Awards are considered "PRELIMINARY" until the following is completed: The School District reviews the line-by-line prices for accuracy of additions and extensions, brands, and compliance with all instructions to ascertain that the offer is made in accordance with the terms and conditions of the RFB. School officials who find error(s) in calculations will make adjustments and corrections and notify bidders individually. The corrected bottom line calculations will be shown in the **Preliminary Award letter** sent to all bidders.

14.0 SUBSTITUTION AND DISCONTINUED PRODUCT REQUIREMENTS

The Vendor awarded the Contract shall order goods from manufacturers in economical quantities and maintain inventories at a sufficient level 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. Vendor "out of stock" percentage is expected at 3% of invoice orders or less. Excessive substitution due to Vendor order errors may jeopardize future business from the School District or invoke Termination Proceedings.

14.1 Any Vendor substitution that is not pre-approved, in advance, 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 Vendor substitution.

14.2 Any substitution for a bid specification brought in by the Vendor to alleviate a Vendor out of stock, or discontinued production, must be (1) of the same or higher quality as the regular stock and (2) the same or similar cost as the regular stock. Substituted products are approved by the School District. The invoiced price for a substituted product is to be adjusted to the **current or lower bid price per serving/unit** to avoid incorrect billing at time of delivery.

14.3 Any substitution for a bid specification brought in by the Vendor to alleviate a manufacturer out of stock, or discontinued production, must be (1) of the same or higher quality as the regular stock and (2) the same or similar cost as the regular stock. The invoiced price for a substituted product is to be adjusted to the **current or lower bid price per serving/unit** to avoid incorrect billing at time of delivery. Substituted products are approved by the School District.

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 Vendor.

14.5 Any substitution of a Non-Domestic product for a domestic product, originally a part of the RFB must be approved in advance, in writing, by the School Nutrition Director, 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 Vendor 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 Vendor 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 Vendor.

14.7 If a substitute product is not available OR if the Vendor delivers an item that is rejected due to being delivered in improper conditions, the School District shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The Vendor 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 Vendor 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 Vendor.

14.8 If a bid product is discontinued by the manufacturer, the Vendor shall immediately notify the School District to recommend a replacement product.

15.0 TRANSMITTAL OF DELIVERY ORDERS

15.1 Orders will be submitted to the Vendor 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. The School District will give a 24-hour notice for an order cancellation not related to weather.

15.2 Orders may be transmitted verbally, electronically or by fax as mutually agreed upon by the Vendor awarded the Contract and the School District. Order guides (pre-printed) shall be furnished by the Vendor for recording and/or transmitting orders. If Internet-based, electronic ordering systems are used, the Vendor will provide training on use of their ordering system to necessary School District personnel. The Vendor must block non-bid items from electronic ordering systems available to the School District.

15.3 The Vendor awarded the Contract shall provide a representative to screen orders, discuss orders with the School Nutrition Director, or designee, as needed; the representative shall ensure compliance with scheduled delivery, discuss substitutions and shortages, facilitate approval of substitutions, finalize orders for delivery, and screen delivered orders for shortages, errors, and pricing mistakes.

16.0 BILLING AND PAYMENT REQUIREMENTS

16.1 Payment will be due to the Vendor awarded the Contract within thirty (30) days of date of the statement, or more frequently, as designated by the School District.

16.2 The Vendor awarded the Contract shall provide each School with two copies of delivery ticket.

16.3 The Vendor 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 basis shall constitute grounds for withholding payments.

16.4 It is understood and agreed that all products ordered directly by the district will be shipped to a location designated by the 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 Vendor 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. The district agrees to pay invoices within 30 days of receiving a correct invoice. Vendor may withhold

shipments if the district fails to pay correct invoices on time. Under no circumstances may a Vendor withhold shipment of goods when the failure to pay is the result of the Vendor not providing a correct invoice.

17.0 SITE DELIVERIES

17.1 Deliveries shall be made to schools on a regular schedule between hours that are mutually agreed upon by the School Nutrition Director and Vendor in a meeting after award of the Contract. Normal delivery hours are 7 am to 2 pm Monday thru Friday. Any deviation of the Vendor from the schedule will require notification of the School Nutrition Director, or designee.

17.2 Delivery schedules shall be submitted by the Vendor to the School Nutrition Director for approval a minimum of two (2) weeks prior to the first delivery and remain constant. To the degree possible, delivery routes should feature dedicated trucks that deliver in sequence to district schools on a predictable time – table. Conflicts with arrival and departure of students may require Vendor changing delivery routes for safety concerns.

17.3 The Vendor shall be notified by the School District in advance of holidays, student vacation and teacher work days so that arrangements can be made for deliveries as approved by the School Nutrition Director. The School District shall provide the Vendor the school calendar. The School District will make efforts to provide advance notification to the Vendor in the event of weather-related closings.

17.4 Each Vendor delivery must be made in a single vehicle which will adequately protect the products in accordance with manufacturers/packers recommendations. Types of delivery vehicles used may be impacted by school sites and should be acquainted with facilities. Any item delivered in other than proper condition will not be accepted.

17.5 Vendor drivers must deliver products into area as designated by the unit manager. Drivers are not required to stow products on shelves, nor remove containers from master cases.

17.6 If a product is omitted from an order by the Vendor, or is delivered in unacceptable condition, replacement delivery must be made within 24 hours, longer with District permission, with no minimum shipment requirement to each site.

17.7 Vendor drivers and helpers shall request the authorized school cafeteria manager, or the approved designee, to verify the accuracy of quantities of each item, brand and code numbers of each items 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 Vendor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage or failure to meet specification.

17.8 Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order and packaged in containers that are clean, appropriately designed for the products, and sturdy enough to protect the products in the loading, transit, unloading, and storage process.

18.0 OPTION FOR CONTRACT RENEWAL AND PROCEDURES

Unless this Contract is renewed beyond the expiration of the Contract as stated on the Bid Certification and Agreement, this Contract shall terminate July 31 of each contract year. The School District reserves the right to seek agreement of the Vendor to renew the original bid award for a period not to exceed four (4) additional terms of one (1) year each. Product pricing may be adjusted annually at bid renewal based on the Consumer Price Index, but not to exceed 5%.

18.1 The verbal Contract Renewal process may be initiated by either the School District or the Vendor in February of each year. Written documentation, on official letterhead with pricing and authorized signature, must be submitted by May 15 each year.

18.2 Renewal Documents Required: Written documentation, on official letterhead with pricing and authorized signature, must be submitted by May 15 each year.

18.3 The original (first year) bid contract documents, addenda and all attachments are to be maintained as the ORIGINAL BID AGREEMENT between the Vendor and the School District.

18.4 After renewal approval by the Orange County Schools Board of Education, the School District will send a confirmation letter to the Vendor, and Purchase Orders will be submitted.

19.0 PRODUCT USAGE REPORTS FROM VENDOR

19.1 The Vendor awarded the Contract shall provide UPON REQUEST product electronic 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.

19.2 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.

20.0 RECORDS RETENTION REQUIREMENTS

20.1 By signing this bid, the Vendor 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.

20.2 Additionally, the Vendor 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.

20.3 The Vendor 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.

21.0 ASSURANCE OF NON-COLLUSION

By signing this bid, the Vendor ASSURES that, to the best of his/her knowledge:

21.1 Neither the Vendor nor any business entity represented by the Vendor has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this RFB/Contract.

21.2 This bid has been arrived at independently and is submitted without collusion with any other 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 Vendor with respect to this RFB/Contract.

21.3 The Vendor 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,

21.4 Neither the Vendor, 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 Vendor, competitor, or potential competitor prior to the opening of bids.

21.5 No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

22.0 ASSURANCES REGARDING LEGAL AND ETHICAL MATTERS

22.1 By signing this bid, the Vendor 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 Vendor 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 specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFB, if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFB to the School District at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFB, 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.

22.2 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 Vendor 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, 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 the Vendor and the School District.".

22.3 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, Vendors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

23.0 REMEDIES FOR VENDOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT

23.1 If the Vendor 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 Vendors delay in the above will constitute the Vendor's material breach of contract, whereupon the School District may terminate the Vendor's contract for cause as provided by the remainder of this section.

23.2 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.

23.3 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.

23.4 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) 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.

23.5 Notwithstanding anything contained in this section, in the event of documented and persistent breaches of any provisions in this contract by the Vendor, 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 Vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFB,
- the Vendor delivering any product(s) that fail to meet the Item Specifications included in this RFB relating to the awarded product(s),
- the Vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the School District,
- the Vendor's failure to provide timely, accurate billing and credits to the School District,
- the Vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- the Vendor'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 for any increased costs to the School District and the Vendor 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 Vendor. In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

24.0 FORCE MAJEURE PROCEDURES

24.1 The party seeking relief due to Force Majeure will be required to promptly notify the Director of School Nutrition in writing, to request a Force Majeure Form. Using the Form, the Vendor will cite the details of the Force Majeure event, including adequate market documentation, and request approval of the Force Majeure. If approved, the Vendor will be notified in writing by the School District.

24.2 The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Vendor's industry equally and are not actions taken solely against the Awarded Vendor, 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.

24.3 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.

24.4 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.

24.5 The School District will not be responsible for any costs incurred by the Vendor because of the Force Majeure event unless the School District has requested, in writing, that the Vendor 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.

24.6 Notwithstanding any other provision of this section, in the event the Vendor'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.

25.0 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.

26.0 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) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

27.0 REGULATORY COMPLIANCE

27.1 The Vendor and School District mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean

Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.

27.2 The Vendor 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).

27.3 The Vendor 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.

27.4 The Vendor 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".

27.5 The Vendor shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.

27.6 The Vendor shall comply with the provisions of the Consumer Product Safety Act.

27.7 The Vendor shall provide notification of **HUB Certification. ATTACHMENT E**

27.8 The Vendor shall complete and sign the **Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying, ATTACHMENT F**, and shall include this document as part of the Agreement.

27.9 The Vendor shall provide notification of **Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions ATTACHMENT G**

27.10 The Vendor shall abide by all APPLICABLE State and Federal laws and policies of the State Board of Education when providing services under this Contract.

27.11 The Vendor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

27.12 The Vendor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

27.13 The Vendor shall comply with the provisions of the Davis-Byrd Act, as amended (40 U.S.C.3141-3148).

27.14 The Vendor 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

ATTACHMENT A - EVIDENCE OF INSURANCE

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

ATTACHMENT B – LUNSFORD ACT COMPLIANCE

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:

_____	_____	_____
Authorized Signature	**Printed Name**	**Title**
_____	_____	
Name of Company	**City, State, Zip Code**	
_____	_____	_____
Telephone	**E-Mail**	**Date**

ATTACHMENT C – HACCP SUMMARY

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

ATTACHMENT D - 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

ATTACHMENT E - 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

ATTACHMENT F – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, 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 (print)

Signature of Authorized Representative

Print Authorized Representative Name

Date

ATTACHMENT G - 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 (print)

Signature of Authorized Representative

Print Authorized Representative Name

Date

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.

ATTACHMENT H - BRAND LABELS IDENTIFICATION

Provide labels of products bid

ATTACHMENT I – NO BID RESPONSE

Thank you for the opportunity, but our company declines to bid for the 2026-2027 contract period.

_____

Distributor Name

_____

Distributor Signature **Date**

_____

Printed Name **Title**

ATTACHMENT J - VENDOR INFORMATION FORM

Company Name: _____

Contact Person for Orders:_____

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Contact Person for Detailed Product Information (ingredient listings and nutrient analysis):

_____

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Contact Person for Billing Questions, Credits, Damaged or Incorrect Products, etc.:

_____

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

VENDOR_____

*****ITEMS BID ARE TO BE DOMESTIC AND MEET SMART SNACK STANDARDS --VENDOR TO PROVIDE MERCHANDISERS FOR ITEMS**

Item #	Description	Approved Brand Name	Vendor Pack Specify Size	Svgs per cs	Est Bid Qty	Total Cost	Commission
	Water, Plain, Plastic Bottle, Purified		16-20 oz		1000		
	No Additives Other Than Naturally Occurring						
	Minerals. Clear Plastic Bottle, No Sports Top.						
	Smart Snack Compliant Middle & High School Only						
	List and attach flavors available:						
				-			
	Water, Flavored, may contain artificial sweeteners		12 oz		200		
	All flavors Less than 10 calories per 20 oz serving.						
	Smart Snack Compliant High School Only						
				-			
	List and attach flavors available:			-			
	Beverages, Non-Carbonated, 100% Juice		10 oz		500		
	No sugar added, no sports caps						
	Clear Plastic Bottle, Assorted Flavors						
	Smart Snack Compliant Middle & High School Only						
	List and attach flavors available:						
	Beverages, Non-Carbonated Sport Drink		20 oz		200		
	Assorted `Flavors. Plastic Bottles, zero Calorie, Contains						
	Artificial Sweetener, Sports Drink with Electrolytes						
	Smart Snack Compliant High School Only						
	List and attach flavors available:						
1	Water, Sparkling , Flavored				100		

	may contain artificial sweeteners						
	Smart Snack Compliant High School Only						
2	Beverages, Sweet Tea, Plastic Bottles						
	Refrigerated, decaffinated Sweet Tea						
	Contains Stevia						
	Smart Snack Compliant High School Only						
3	Beverages, Lemonade, Plastic Bottles						
	Refrigerated. Plastic Bottles, Contains Stevia						
	Smart Snack Compliant High School Only						
4	Juice Non-Carbonated, Sugar Free and						
	Caffeine Free						
	Smart Snack Compliant High School Only						
5	Carbonated Cola Drink, Zero Sugar						
	Smart Snack Compliant High School Only						
	List and attach flavors available:						

2026-2027 Official Distributor Bid Special Conditions

Name of School District or Co-op: 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 local addenda to all potential bidders, a minimum of seven (7) working days prior to bid opening, which would be **May 20, 2026.**

Delivery and Invoicing:

1. Weekly deliveries are expected for all schools' sites. The School Nutrition (SN) Director or designee must approve any expectations.
2. Two (2) copies of the delivery ticket must be left with the School Nutrition Manager. All drivers must initial delivery tickets and note any order products not delivered.
3. Managers' hours for excepting deliveries are 6:00am to 2:30pm, Monday- Friday. Any expectations prior to 6:00 am or after 2:30pm must be approved by the School Nutrition (SN) Director or designee. The awarded vendor may be billed for any hours the district School Nutrition managers or assistants work past 3:00pm to receive deliveries. The district is unable to accept Saturday deliveries.
4. Listed below are schools in which special delivery times will be needed due to access availability as the lane to the loading dock is in the car rider lane: Central Elementary, Grady Brown Elementary, River Park Elementary, AL Stanback Middle, Orange Middle, Cedar Ridge High and Orange High.
5. Listed below are schools that do not have loading docks so delivery trucks will need capability to unload the truck without a dock: Central Elementary, Efland Cheeks Elementary, Hillsborough Elementary, Pathways Elementary, River Park Elementary, Gravelly Hills Middle, Orange Middle, Cedar Ridge High and Orange High.
6. Electronic ordering capability requirements of the awarded vendor.
7. Requirements for ALL product substitutions and /or discontinued products- anytime the school district has ordered a product that is "out of stock" or a product that has been "discontinued", the distributor MUST notify the schools districts SN Director or designee by email 24 hours prior scheduled delivery (This email notification must be sent Monday-Friday between 8am- 2pm.) In the email sent by the distributor, a comparable replacement and the nutritional facts for the replacement must be proved so that the SN director or designee can make an appropriate decision on substitute.

Commodity Storage/Delivery Requirement (Lot 1)

The ability to receive, store and deliver scheduled USDA Commodity food items and Net-Off Invoice items is required as part of this contract.

1. The storage is required for cases to be delivered that would include frozen/refrigerated goods and dry storage products.
2. The Vendor price for commodity delivery per case shall be submitted.
3. The Vendor price per case for storage of products over 90 days shall be submitted.
4. The awarded vendor is required to pick up any existing inventory of palletized USDA Commodities from the current vendor location and truck them to the awarded bidder's facility in a timely manner and at no charge to Orange County Schools. The school Nutrition Director will work with the awarded distributor to schedule a pick-up time agreeable to all parties and will provide the awarded distributor an accurate inventory of cases to be picked up. The food must be picked up within ten (10) working days of the first school delivery of the awarded vendor. Any out-of-date commodity inventory will not be moved to the awarded distributor's facility. School district SND and the current vendor holding the inventory shall dispose of out-of-date product in a manner approved by NCDA & CS Food Distribution.
5. NCDA&CS Terms and Conditions must also be signed and returned as part of this contract.
6. Net- Off Invoice recordkeeping shall be tracked to capture commodity product value, and all transactions must be done in a timely manner to applicable manufacturers.
7. An up-to-date commodity inventory shall be made available to the district on a weekly basis,
8. Farm to School storage and delivery may also be required as part of this contract.

FFVP Program sponsor (Lot 4)

Five schools have applied for the grant to offer FFVP program. Anticipated usage to be added to the spreadsheet.
Vendor should also provide any special order/no bid items which can be utilized as part of this program.

Vending Machines

Drink vending machines will be at high school and middle school locations. They should remain always filled and have timers. The refunds procedures must be located on the machines and handled through the vendor.

2026-2027 Official Distributor Bid Special Conditions

DISTRIBUTOR AGEEMENT/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 _____

DISTRICT PROFILE –SCHOOL DISTRICT MEMBER

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

School District/School Year/Name: Orange County Schools 2026-2027

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	FRESH FRUIT & VEG PROGRAM (YES/NO)	SUMMER FEEDING PROGRAMS (YES/NO)
Central Elementary/ Grace Brantley	154 Hayes St.	Hillsborough, NC 27278 919-732-3622	Yes	No
Efland Cheeks Elementary / Juanita Vanegas	4401 Fuller St.	Efland, NC 27243 919-563-5112	Yes	No
Grady Brown Elementary/ Donetta Evans	1100 Grady Brown School Rd	Hillsborough, NC 27278 919-732-6138	Yes	Yes
Hillsborough Elementary/ Meredith Hershberger	402 Nash St	Hillsborough, NC 27278 919-942-9696	No	Yes
New Hope Elementary/ Carmen Martinez	1900 New Hope church Rd	Chapel Hill, NC 27514 919-942-9696	Yes	Yes
Pathways Elementary/ Jessica Lunsford	431 Strouds Creek Rd	Hillsborough, NC 27278 919-732-9136	Yes	Yes
River Park Elementary/ Debbie Tant	240 St. Marys Rd	Hillsborough, NC 27278 919-732-9326		Yes
A.L. Stanback Middle School/ Christi Hemingway	3700 NC-86	Hillsborough, NC 27278 919-644-3200		Yes
Gravelly Hill Middle School/ Candice Evans	4801 W. Ten Rd.	Efland, NC 27243 919-245-4000		Yes
Orange Middle School/ Yvette Rivera	308 Orange High School Rd.	Hillsborough, NC 27278 919-732-6121		No
Cedar Ridge High School/ JaKori Moore	1125 New Grady Brown School Rd.	Hillsborough, NC 27278 919-245-4000		Yes
Orange High School/ Valerie Newman	500 Orange High School Rd.	Hillsborough, NC 27278 919-732-6133		Yes