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

Orange County Schools
4-2-26
IFB/CONTRACT# 070- 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 28, 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 28, 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.

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

BID QUESTIONS – SCHOOL DISTRICT CONTACT

Name: Valerie Green, SN Director

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

Phone: 919-245-4002

DISTRIBUTOR IFB/CONTRACT

Terms and Conditions

Orange County Schools

Contract Period: August 1, 2026 – July 31, 2027

April 22, 2026

This Distributor Bid IFB – Contract is updated annually to meet USDA regulatory policy, to provide efficient and effective functioning and to provide the School District and the Distributor clarification which does not significantly alter the terms and conditions of the contract. School Districts and Distributors agreeing to renew this IFB are responsible for review of the updated IFB – Contract.

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, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a 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
Washington, D.C. 20250-9410;
(2) fax: (202) 690-7442; or
(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

1.0 ORANGE COUNTY SCHOOLS LEGAL AFFLIATION, MISSION, GOAL AND FEDERAL COMPLIANCE

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24.0 REMEDIES FOR DISTRIBUTOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT

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DISTRIBUTOR REQUIRED ATTACHMENTS FOR NEW BIDS

ATTACHMENT A – HACCP SUMMARY

ATTACHMENT B – EVIDENCE OF REQUIRED INSURANCE

ATTACHMENT C – LUNSFORD ACT COMPLIANCE

ATTACHMENT D – FOOD RECALL POLICY/PROCEDURES

ATTACHMENT E – HUB CERTIFICATION

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

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

ATTACHMENT H – IRAN DIVESTMENT REQUIREMENT FORM

ATTACHMENT I – NO BID RESPONSE

ADDITIONAL LOCAL BID ATTACHMENTS:

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

1.0 FEDERAL COMPLIANCE

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

2.0 GENERAL PROVISIONS OF THIS ORANGE COUNTY SCHOOLS IFB – CONTRACT

2.1 THIS SOLICITATION IS INTENDED TO PROMOTE COMPETITION. If the language, specifications, terms, and conditions, or any combination thereof, restricts or limits the requirements in this solicitation to a sole source; it is the responsibility of the interested Distributor to notify Valerie Green, SN Director, in writing via e-mail, at valerie.green@orange.k12.nc.us no more than **five (5) working days** after the date the IFB/CONTRACT is issued by the School District. The solicitation may, or may not, be changed, but a review of such notification will be made prior to the award of a Contract.

2.2 DISTRIBUTOR CHANGES TO PRE-APPROVED MANUFACTURER BRAND/CODE: All product brands and codes listed on this bid are pre-approved and no products may be added to the bid spreadsheets without prior approval of the ORANGE COUNTY SCHOOLS Board of Directors, with appropriate addenda released to eligible Distributors.

2.3 ADVERTISMENT OF BID: As required by the NC State Division of Purchase and Contract, solicitation for this IFB/Contract Bid has been advertised on the Beaufort County School Website and NCEVP.

2.4 A WRITTEN ADDENDUM IS THE ONLY OFFICIAL RESPONSE METHOD WHEREBY INTERPRETATION, CLARIFICATION AND ADDITIONAL INFORMATION REGARDING THIS BID CAN BE GIVEN. Once issued, all addenda shall become part of this contract. All addenda will be issued electronically to each Distributor known to have received the initial IFB/Contract. Addenda may be issued from the local school district within seven (7) calendar days prior to the bid opening date. However, before submitting an IFB/Contract, it shall be the responsibility of each Distributor to determine whether additional addenda were issued. **INQUIRIES** concerning interpretation or additional clarification or additional information pertaining to this IFB must be made in writing (electronic accepted) on behalf of the School District within nine (9) calendar days prior to the bid opening date. For inquiries contact Valerie Green, SN Director, in writing via e-mail, a valerie.green@orange.k12.nc.us.

2.5 COST PRICING BY ITEM: The Distributor will solicit the BEST MANUFACTURER OR PACKER "COST" PRICING BY ITEM BID - including freight - for the longest lock in period when negotiating contract pricing for foods and supplies.

2.6 PRODUCT REMOVAL: The district reserves the right to remove a pre-approved product from the bid at any time for cause. Removal may occur for the following reasons:

(1) Product was reformulated and no longer meets the specification
(2) Product quality complaints documented by member districts
(3) Manufacturer or Supplier failure to deliver product in a timely manner, or in a sufficient quantity to meet district needs
(4) Manufacturer or supplier default of contract with distributor.

3.0 SCHOOL DISTRICT IFB – CONTRACT DECLARATIONS AND PROFILE

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

Orange County Schools:

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

- reserves the right to exclude individual bid and use alternate local district bid documents and approved methods to award the bid.

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

- reserves the right to retain all Bids for a period of sixty (60) days or until approval by the Local Board of Education, whichever comes first. The submittal of a Bid shall constitute an irrevocable Offer to Contract with the School District. In accordance with the terms of the IFB/Contract, the offer may not be withdrawn until or unless rejected or not accepted by the School District.
- requires the IFB/Contract and all attachments and addenda hereto awarded to become the Contract between the School District and the awarded Distributor.

- reserves the right to delete selected items from the bid to create an optional LOT that will be advertised to potential Distributors for that Lot. This approach may be used to create additional competition and allow small Distributors to respond to the IFB. If utilized, the Optional LOT will be identified as such in the Bidding Sheets and added in the same sequence of LOT number(s) to which it applies. The award of a Local Option LOT(s) will be made by Line Item award to the most qualified Distributor according to procedures outlined herein.

- reserves the right to add written **SPECIAL CONDITION(s)** to this IFB which details conditions that are specific to the School District. Special Condition(s) shall be titled as such are attached to the IFB in the Attachments Section. Special Conditions established by the School District as part of this IFB, and the Distributor's response to the Special Condition(s), shall become part of the Contract when awarded. A School District renewing a bid may update, or delete, Special Conditions of the original Contract; however, the District may not make changes that would substantially change the terms of the original agreement in a renewal. If Special Conditions are a part of this IFB, they are included in the Attachments section of the IFB/Contract. Special Conditions must be reviewed and agreed upon by the School District and potential Distributors **PRIOR to the Bid Award Opening.** If changes are made to the Special Conditions, the School District must issue a Local Amendment to all potential Distributors announcing the change a minimum of seven (7) working days prior to the IFB/Contract due date.

- requires the Distributor awarded the Contract be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work described in this contract for the School District. Failure or omission of the Distributor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this Contract and may be grounds for disqualification.

- requires The Local School District issue the approved and appropriately signed **Official Certification Form** to the Awarded Distributor and the issue of a local **Purchase Order** to the Distributor as the **Final Bid Award.**

- will provide a SCHOOL DISTRICT PROFILE which includes pertinent information about the district such as the school names, addresses and current average daily breakfast and lunch meals served, average daily snacks served, district payment schedule and, where appropriate, average daily participation in the Summer Food Service Program, Seamless Summer Option or other meal program. The profile is found in the Attachments section of the IFB/Contract. The School District will provide the awarded Distributor the School Calendar, Menus and Estimated Product Usage.

4.0 DISTRIBUTOR MINIMUM QUALIFICATIONS

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

5.0 DISTRIBUTOR INSURANCE REQUIREMENTS

5.1 The Distributor awarded the Contract shall maintain all necessary insurance for the period during which purchases are made, including Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance. The Distributor must provide **Evidence of Insurance** in 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.

5.2 **Certificates of such Insurance** shall be furnished by Provider to the School District Contact and shall contain an endorsement to provide the School System 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 B** - provide summary and mail certificates to school district.

5.3 **Commercial General Liability** – Distributor shall maintain Commercial General Liability insurance that shall protect the Distributor from claims of bodily injury or property damage which arise from performance

under this Contract in the amount of $1,000,000 each occurrence and Personal & Advertising Injury $1,000,000 each occurrence with $2,000,000 General Aggregate.

5.4 **Vehicle Bodily Injury and Property Damage** - The Distributor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired vehicles. The policy limits of such insurance shall not be less than $1,000,000 combined single limit each person/each occurrence.

5.5 **Worker's Compensation** - The Distributor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employer's liability insurance of all employees participating in the provision of services under this contract.

5.6 Should any of the above required insurance be cancelled or terminated before the expiration, the issuing company will provide at least ten (10) days written notice to the School District.

6.0 DISTRIBUTOR PERSONNEL REQUIREMENTS

6.1 The Distributor's personnel are to present a professional appearance always while on school property. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any School District facilities.

6.2 The Distributor's personnel are forbidden to consume alcohol or use illegal drugs, use tobacco, or possess firearms on school property at any time.

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

6.4 **NC LUNSFORD ACT N.C. GENERAL STATUTE 14-208.18:** The Distributor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly, among other things, being on the premises of any school or within 300 feet of any location intended primarily for the use, care, or supervision of minors, including but not limited to schools, children's museums, child care centers, nurseries and playgrounds. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. **LUNSFORD ACT** compliance is addressed in the **ATTACHMENT C.**

7.0 DISTRIBUTOR BID ERRORS AND PRICING REQUIREMENTS

7.1 **BID ERRORS:** **The following two bid errors are non – negotiable and may result in bid disqualification.**

(1) NO ORIGINAL SIGNATURE ON THE OFFICIAL DISTRIBUTOR BID CERTIFICATION FORM FOR A NEW OR RENEWAL BID.

(2) ANY CHANGE TO ORANGE COUNTY SCHOOLS IFB/CONTRACT LANGUAGE BY THE DISTRIBUTOR

7.2 **BUY AMERICAN PROVISION AND COUNTRY OF ORIGIN**: The Distributor shall comply with the "Buy American Provision" for Contracts that involve the purchase of agricultural products. Federal regulations require that all foods purchased for School Nutrition Programs be of domestic origin to the maximum extent practicable. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially using agricultural commodities produced in the U.S. Report language accompanying the legislation noted that "substantially means over 51% from American products." Therefore, over 51% of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed/manufactured domestically using domestic agricultural

food components that are comprised of over 51% domestically grown items, by weight or volume as determined by the SFA. For products procured by SFAs for use in the Child Nutrition Programs using nonprofit food service account funds, **the product's food component is considered the agricultural commodity**. FNS defines food component as one of the food groups which comprises reimbursable meals. The food components are meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to 7 CFR 210.2 for full definitions. **Any product processed by an awarded vendor must contain over 51% of the product's food component, by weight or volume, from U.S. origin and be processed in the United States.** Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the U.S. This definition of domestic product serves both the needs of schools and American agriculture.

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

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

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

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

7.4 NON – STOCKS - The Distributor will insert the letters **"NS" (NON - STOCK)** in the block for the Distributor code to indicate it is a "non-stock" item due to low usage. **School District(s) will review Non - Stock items with the Distributor 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 Distributor and 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 Distributor the product will no longer be needed or ordered.

7.5 SPECIAL ORDERS: The School District(s) may **Special Order** the product at the required minimum shipment. The School District is responsible for purchasing all inventory of a Special Order made on their behalf. The Distributor may, but is not obligated to, store School District inventory from a Special Order for weekly delivery.

7.6 PRICE FOR EACH PRODUCT: A cost price is required for each bid specification identified for Distributor pricing in the bid spreadsheets. If a **"0"** quantity is shown in the Estimated Usage column, the Distributor is still to provide a bid price for the bid specification**.** All product brands and codes listed on this bid are pre-approved and no products may be added to the bid spreadsheets without prior approval.

7.7 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 Distributor NEW bid extensions will be corrected and reported to the affected Distributor(s.) All Distributors will be notified of the corrected bottom line by the School District in the Preliminary Award Letter.

8.0 DISTRIBUTOR BID AWARD METHOD

8.1 The award method is: **FIRM UNIT PRICE BY LINE ITEM SPECIFICATION where award is to the Distributor with the lowest price per serving per line item** from the bidding sheets and as recorded on the Official Distributor Bid Tabulation Sheet after calculations are verified and corrected, as needed, by the School District. There is no fixed fee with a firm unit price by line item bid.

8.2 PACK SIZE: The Distributor is to bid the pack size that they stock that is closest to the pack size indicated on the bid sheet. Distributors may change the number of bottles per case to the pack size that will be the best value.

9.0 IFB - CONTRACT DEFINITIONS

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

9.2 BUY AMERICAN (BA) CERTIFICATION FOR THE ORANGE COUNTY SCHOOLS – Certification of the BA is required to be provided for all Distributor bid food product specifications to meet USDA Buy American requirement by June 1 of each year for products bid that are not a pre-approved brand (private label and other) and any changes to such products to be delivered. Certifies the ingredients in the products were both processed in the U.S. and contain over 51% of its agricultural food component, by weight or volume, from the U.S.

9.3 COMMUNICATION: The awarded Distributor shall communicate continuously via electronic messaging with the School District customer concerning product orders, product movement levels, substitutions, inventory, manufacturer shortages, production issues, etc.

9.4 CUSTOMER ISSUES: The Distributor will provide prompt response to customer issues regarding product quality, product delivery, and product damage, credits or billing transaction documentation. Failure to resolve customer issues in a timely manner may result in contract termination, or future bid disqualification.

9.5 DISTRIBUTOR FACILITIES: The warehouse facilities and delivery vehicles shall be clean, be free of insects and rodents, and meet all federal and state regulations for storing and delivery of dry, chilled, and frozen food products.

9.6 HACCP: All Distributors submitting bids must provide a current **Hazard Analysis Critical Control Point Summary (HACCP)** describing the Distributors on – site food sanitation and safety practices meeting federal regulation. The awarded bidder must maintain a current HACCP plan through the duration of this contract. **ATTACHMENT A**

9.7 INTERFACE WITH MANUFACTURERS: The Distributor 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 letter describing the circumstances and effective dates is required from the Distributor to the School District for documentation of the issue**.

9.8 ON – SITE INSPECTIONS: The School Districts reserve the right to request of the Distributor documentation, on-site inspections of facilities, delivery vehicles and records at any time during the Contract period.

9.9 PRIVATE LABEL PRODUCT SPECIFICATIONS: Provide the School District **private label** product specification documentation **bid directly by the Distributor** including nutritional analysis, ingredients, allergens and country of origin information **prior to June 1** of the contract year. This data must be provided in digital format separately for each product. Private label substitutions or changes must be provided to customers in advance. Manufacturer signed Buy American documentation for private label products is required as of January 2018. The manufacturer may provide a letter or use the Buy American Certification provided.

9.10 PRODUCT RECALL: The Distributor awarded the Contract shall be expected to voluntarily comply with all Federal, State and local mandates regarding the **Identification and Recall** of foods from the commercial and consumer marketplace. The Distributor shall have a process in place to immediately respond to a manufacturer food recall; the process must include accurate and timely communications to the School District and assurance that unsafe products are identified

and removed from school sites in an expedient, effective and efficient manner. The Distributor is responsible for any consequences arising from the failure to make immediate notification. A one- page summary of the **Distributor's Food Recall Policy/Procedures** is required to be submitted with the Bid in **ATTACHMENT D**.

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

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

9.13 **VALUE ADDED OPTIONS AND SERVICES:** Value Added Options and Services including, but not limited to product merchandisers and other purchasing incentives will not be considered as a factor in evaluating the award of this Bid.

10.0 PRODUCT QUALITY, PRODUCT SPECIFICATIONS AND RECOURSE FOR MISREPRESENTATION

10.1 All food products supplied by the Distributor awarded the Contract will comply with Standards of Identity, Quality and Fill as described in 21 CFR Part 100 of the Food, Drug and Cosmetic Act regulations.

10.2 Any change to a "Distributor Bid" brand and code product specifications shall be provided to the School District immediately by the Distributor. This includes any product changes at the Mid Term Price Increase/Decrease. In addition: changes to a product specification, due to substitution or other reason, must be available to the school district for prior approval to the Distributor a minimum of 24 hours before delivery.

10.3 School Districts have automatic product protection recourse against suppliers for products that are **misrepresented. According to U.S. Federal regulations, the supplier whose name and address appears on the package is the responsible party.** The Distributor awarded this Contract is expected to take immediate action to correct any situation in which product integrity is violated.

11.0 ESTIMATED QUANTITIES AND DISTRICT INFORMATION AFFECTING PURCHASES

11.1 Quantities reflected in this IFB are estimates based on the combined projected needs of the School District during the Contract period. These quantities are the best estimate of anticipated needs available at the time of publication of this IFB, but the accuracy of this estimate may be affected by numerous factors including but not limited to, budgetary adjustments, product pricing, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

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

12.1 **TIE BID:** In the event of a tie on a Bid LOT or line item, the deadlock will be decided in the following order:

- The largest pack size with the same unit cost per serving.
- Documented evidence of unresolved service issues with a Distributor.
- Distributor is certified as Small Business/Minority Business/Women Owned Business.
- All else being equal, by coin toss by the School District with tie Distributor 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 distributors as deemed in the best interest of the School District.

12.3 **BID ERROR:** In the event of an error in a product specification or pricing, that item will be **excluded** from the tabulation. Any item excluded from the bid tabulation will be excluded for ALL bidders for evaluation purposes only. Multiple bid errors may be rationale for a Distributor's bid disqualification.

12.4 **PIGGYBACK CLAUSE:** The Piggyback Clause is a Legal Provision that may be employed by a local

School district in the circumstance of no bids received or all bids received are disqualified. If employed, documented Distributor Agreement, Legal Advertisement of Waiver for Competitive Bidding and Local Board Approval by both Districts is required. Pursuant to **G. S. 143-139 (g),** when a Local Board of Education (BOE) determines it is in the best interest of the member district over which it has authority, the requirement for competitive bidding may be waived for the purchase of food and supplies contained herein, including all subsequent Amendments, to allow the member district to purchase from the bid/contract with any other district. The member district's BOE, having approved the waiver for competitive bidding, may enter into a new and separate contract with a Distributor who has contracted with another member district provided the member district's BOE is in agreement and the Distributor is willing to extend the same or more favorable prices, terms and conditions to the member district for which competitive bidding has been waived.

13.0 PRELIMINARY DISTRIBUTOR BID AWARD

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

13.1.1 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 IFB. School officials who find error(s) in calculations will adjust and correct and notify bidders individually. The corrected bottom line calculations will be shown in the **Preliminary Award letter** sent to all bidders.

14.0 SUBSTITUTION AND DISCONTINUED PRODUCT REQUIREMENTS

14.1 The Distributor awarded the Contract shall order goods from manufacturers in economical quantities and maintain inventories at a level sufficient to prevent out of stock situations while avoiding excessive inventories which may be counter-productive to efficiency. Product substitutions due to out of stock situations should be held to an absolute minimum. Distributor "out of stock" percentage is expected at 3% of invoice orders or less. Excessive substitution due to Distributor order errors may jeopardize future business from the School District or invoke Termination Proceedings.

14.2 Any Distributor substitution that is not pre-approved in writing, by the Child Nutrition Director or her/his designee, will be rejected by the School District. The School District will not be responsible to purchase quantity of School District estimated usage affected by Distributor substitution.

14.3 To facilitate delivery schedules and provide appropriate substitutions in out - of stock situations for accommodation of students with food allergies, the awarded distributor MUST e-mail or fax the school district, for pre-approval by the CND, current specification sheets with ingredient lists, nutritional analysis and allergens for each proposed substitution a minimum of **24 HOURS IN ADVANCE** of the delivery. The Distributor may substitute pre-approved brands within a specification without supplying product specifications, but 24 HOURS ADVANCE notification of substitution is still required. The Distributor and/or manufacturer are responsible for any damages to customers due to unidentified allergens from products substituted for brands pre-approved by this Contract.

14.4 Any substitution for a bid specification product brought in by the Distributor to alleviate **Distributor out of stock** situations, due to buyer or other distributor error, must be of (1) the same or higher quality as the regular stock, (2) the same or lower portion cost than regular stock and (3) delivered for the same flat fixed-fee per case as the original product. The invoiced price for a substituted product is to be adjusted to the **current bid price per serving/unit** to avoid incorrect billing at time of delivery. Substituted products are approved by the School District.

14.5 Any substitution for a bid specification brought in by the Distributor to alleviate a **Manufacturer out of stock**, or discontinued production, must be approved in advance by the School District and be of (1) the same or higher quality as the regular stock, (2) the same or similar cost as the regular stock and (3) delivered for the same flat fixed fee as the original product, adjusted for pack differences. (for example: the original product was packed 100, the substitute is packed 50. The District should only pay half of the flat fixed fee per case.) The invoiced price for a substituted product is to be adjusted to the **current bid price**

per serving/unit to avoid incorrect billing at time of delivery. Substituted products are approved by the School District.

14.6 The fact that a **substitute is being made shall be clearly stated on the invoice** or provided on a separate invoice. If a School District employee signs the invoice for a non-approved product, it may be refused and picked up within seven (7) days by the Distributor. Frozen products are not included in this provision and the School District and Distributor must discuss/agree on the policy regarding non-approved frozen food return in regard to Distributor's HACCP policy.

14.7 Any substitution of a Non-Domestic product for a domestic product, originally a part of the IFB must be approved in advance, in writing, by the Child Nutrition Director, with the Country of Origin information, prior to the delivery of the product to the School District.

14.8 If a substitute product is not approved by the Child Nutrition Director, or designee, the School District shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The Distributor shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount, which would have been paid, had the product been delivered. The Distributor shall have no basis to complain that a substituted product purchased could have been purchased at a lower price and the difference in cost (with documentation) will be subtracted from the amount due the Distributor.

15.0 DISTRIBUTOR AUDITS

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

15.2 **AUDIT: OVER OR UNDERCHARGES** (Pre- Bid or Mid Term) that reveal a Distributor has either overcharged or undercharged the School District will be treated as follows:
Overcharges: Whenever an invoice from a manufacturer reveals the price of a product delivered to the Distributor's warehouse is less than the quoted cost, a credit will be due on each case delivered at the incorrect price. The credit shall be provided within thirty (30) days of the close of the month in which the audit took place. The credit shall be made in the form of a credit or check made payable to the School District's Child Nutrition Services Department. The price correction shall be made immediately.

Undercharges: Whenever an invoice from a manufacturer reveals that the price of a product, delivered to the Distributor's warehouse, is actually more than the quoted cost, a debit to the school district's account is NOT permitted. In the event of an unexpected market change that results in the manufacturer not honoring pricing quoted on a product for the costing period, it is the Distributor's responsibility to request a price increase for that product using procedures outlined in the Force Majeure section of this IFB. The awarded Distributor must maintain records of documentation regarding prices within this contract, and any and all price changes until they have been audited.

16.0 TRANSMITTAL OF DELIVERY ORDERS

16.1 Orders will be submitted to the Distributor awarded the Contract by the School District on a schedule and by a method that is mutually agreeable to both parties. The School District prefers the shortest lead time possible in order to minimize inventory levels at schools. Order requirements not covered in this section should be listed in Special Conditions.

16.2 Orders may be transmitted electronically or by fax as mutually agreed upon by the Distributor awarded the Contract and the School District. Printed or electronic order guides shall be furnished by the Distributor for recording and/or transmitting orders. If Internet-based, electronic ordering systems are used, the

Distributor will provide training on use of their ordering system to necessary School District personnel. The Distributor must block non-bid items from electronic ordering systems available to the School District.

16.3 The Distributor awarded the Contract shall provide a representative to screen orders, discuss orders with the Child Nutrition Director, or designee, **on a weekly basis**; the representative shall ensure compliance with scheduled delivery, discuss substitutions and shortages, facilitate approval of substitutions, finalize orders for delivery (including USDA Donated Foods if required), and screen delivered orders for shortages, errors, and pricing mistakes.

17.0 BILLING AND PAYMENT REQUIREMENTS

17.1 Payment will be due to the Distributor awarded the Contract within thirty (30) days of date of the statement, or more frequently, as designated by the School District in Special Conditions. An ORANGE COUNTY SCHOOLS member district reported by a Distributor as repeatedly violating the payment requirement will be reviewed by the Board of Directors and reprimanded. Repeated violations may result in termination of ORANGE COUNTY SCHOOLS membership.

17.2 The Distributor awarded the Contract shall provide each School District separate invoices and statements(unless differentiated on the statement) by site. The School District will provide separate Purchase Orders for each site, if required.

17.3 The Distributor awarded the Contract shall issue credit memorandums for returned/picked up items within ten **(10) working days** from the request to do so. Failure to issue credit memorandums in a timely manner shall constitute grounds for withholding payments.

17.4 It is understood and agreed that all products ordered directly by 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 Distributor within 30 days of the date of purchase. Invoicing at variance with this condition will be subject to correction to the contract price prior to payment being made. The district agrees to pay invoices within 30 days of receiving a correct invoice. Distributor may withhold shipments if member district fails to pay correct invoices on time. Under no circumstances may a Distributor withhold shipment of goods when the failure to pay is the result of the Distributor not providing a correct invoice.

17.5 **Taxable items shall be invoiced separately and shall be billed on a separate statement or products shall be** identified as non-taxable.
NC General Statute § 105-164.13. *Retail sales and use tax. (23) Sales of the following packaging items: a. Wrapping paper, labels, wrapping twine, paper, cloth, plastic bags, cartons, packages and containers, cores, cones or spools, wooden boxes, baskets, coops and barrels, including paper cups, napkins and drinking straws and like articles sold to manufacturers, producers and retailers, when such materials are used for packaging, shipment or delivery of tangible personal property which is sold either at wholesale or retail and when such articles constitute a part of the sale of such tangible personal property and are delivered with it to the customer.(26)* Food and prepared food sold within the school building during the regular school day *are exempt from sales* and use tax.

18.0 SITE DELIVERIES

18.1 Deliveries shall be made to schools on a regular schedule between hours that are mutually agreed upon by the Child Nutrition Director and Distributor in a meeting after award of the Contract. Any deviation of the Distributor from the schedule will require notification of the Child Nutrition Director or designee.

18.2 The School District reserves the right to require more/less than one delivery per week, as needed and as volume requires. Known need for deliveries of more/less than one per school site per week shall be indicated within **Special Conditions**. Small school districts will make efforts to work with the Distributor to consider order volumes and reduce frequency of small volume deliveries but are under no obligation to accept less than one delivery per school site per week.

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

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

18.5 Each Distributor delivery must be made in a single vehicle which will adequately protect frozen, dry, or chilled products in accordance with manufacturers/packers recommendations. Types of delivery vehicles used may be impacted by school sites and should be acquainted with facilities. All frozen food must be delivered in a completely hard frozen state. Items showing thaw or deterioration in any form at the time of delivery will not be accepted. Any item delivered in other than proper condition will not be accepted.

18.6 Distributor drivers must deliver products into pantry, freezer or cooler rooms as designated by the unit manager. Drivers are not required to stow products on shelves, nor remove containers from master cases.

18.7 If a product is omitted from an order by the Distributor, or is delivered in unacceptable condition (defrosted frozen product or damaged containers, for example) replacement delivery must be made within 24 hours, longer with District permission, with no minimum shipment requirement to each site.

18.8 Distributor 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 Distributor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage or failure to meet specification.

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

19.0 OPTION FOR CONTRACT RENEWAL

19.1 Unless this Contract is renewed beyond the expiration of the Contract as stated on the Bid Certification and Agreement, this Contract shall terminate July 31 of each contract year. The School District reserves the right to seek agreement of the Distributor to renew the Firm Price of the original bid award for a period not to exceed four (4) additional terms of one (1) year each at the same or lower rate.

20.0 BID RENEWAL PROCEDURES

20.1 The verbal Contract Renewal process may be initiated by either the school district or the Distributor in February of each year.

20.2 Renewal Documents Required: The Bid Renewal Certification Agreement, Special Conditions Update must be approved by Distributor, if not, district must re-bid. And, if required, the annual NCDA Donated Foods Storage Contract must to be completed, signed and returned to the School District by the Distributor no later than the Official Distributor Bid due date.

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

20.4 After renewal approval, the School District will return a signed copy of the **Bid Renewal Certification Agreement and Special Conditions Agreement** to the Distributor.

20.5 The School District completed Purchase Order to the Distributor is the final approval of the Renewal Agreement.

20.6 School Districts in Renewal status will provide Usage Reports (via the new - year bid spreadsheets) to the awarded Distributor, at the same time as School Districts soliciting NEW bids, to provide Distributors sufficient usage data for product contracts and ordering.

21.0 RECORDS RETENTION REQUIREMENTS

21.1 By signing this bid, the Distributor understands that the SCHOOL DISTRICT, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

21.2 Additionally, the Distributor must provide all documents as necessary for the independent auditor to conduct the SCHOOL DISTRICT's single audit. The SCHOOL DISTRICT will contract to have the single audit conducted as a regular, direct expense to the SCHOOL DISTRICT; Child Nutrition funds may not be used for this purpose.

21.3 The Distributor must retain pertinent records identified by source, type, and category for a minimum of three years after the School District makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the audit issues.

22.0 ASSURANCE OF NON-COLLUSION

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

22.1 Neither the Distributor nor any business entity represented by the Distributor has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this IFB/Contract.

22.2 This bid has been arrived at independently and is submitted without collusion with any other, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give an unfair advantage over any other Distributor with respect to this IFB/Contract.

22.3 The Distributor has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer, confer, or agree to confer any benefit or anything of value to any person or entity related to the School District or any of its members in connection with any information or submission related to this bid, any recommendations, decisions, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid.

22.4 Neither the Distributor, nor any business entity represented by the bidder, nor anyone acting for such business entity has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another Distributor, competitor, or potential competitor prior to the opening of bids.

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

23.0 ASSURANCES REGARDING LEGAL AND ETHICAL MATTERS

23.1 By signing this bid, the Distributor assures that: he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity, the Distributor has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response, the bid submitted conforms to all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this IFB, if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this IFB to the SCHOOL DISTRICT at the proposed price and in accordance with the item specifications and the terms and conditions contained in this IFB, the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid.

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

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

24.0 REMEDIES FOR DISTRIBUTOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT

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

24.2 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.

24.3 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.

24.4 Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given: 1) at least thirty (30) calendar days written

notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination. Failure to respond to the written notification of termination to rectify defects within five (5) working days will result in immediate termination of contract.

24.5 Notwithstanding anything contained in this section, in the event of documented and persistent breaches of any provisions in this contract by the Distributor, which are not addressed and rectified in a timely manner, the School District reserves the right to enforce the performance of this contract in any manner prescribed by law, including termination of the contract as deemed to be in the best interest of the school district.

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

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

25.0 FORCE MAJEURE PROCEDURES

25.1 The party seeking relief due to Force Majeure will be required to promptly notify the district's SN Program Director in writing, citing the details of the Force Majeure event, including documentation, and request approval of the Force Majeure. If approved, the Distributor will be notified via a signed Force Majeure Request Form which is sent to the School District(s).

25.2 The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Distributor's industry equally and are not actions taken solely against the Awarded Distributor; acts of God (for example, 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.

25.3 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.

25.4 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.

25.5 The SCHOOL DISTRICT will not be responsible for any costs incurred by the Distributor because of the Force Majeure event unless the SCHOOL DISTRICT has requested, in writing, that the Distributor incur such costs in connection with any delay or work stoppage caused by the Force Majeure, and the SCHOOL DISTRICT has agreed in writing to incur such additional costs.

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

26.0 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.

27.0 RIGHT TO ASSURANCE

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

28.0 REGULATORY COMPLIANCE

28.1 The Distributor and SCHOOL DISTRICT mutually agree to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

28.2 The Distributor agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L 165).

28.3 The Distributor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

28.4 The Distributor shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

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

28.6 The Distributor shall comply with the provisions of the Consumer Product Safety Act.

28.7 The Distributor shall provide notification of **HUB Certification. ATTACHMENT E**

28.8 The Distributor 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.

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

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

28.11 The North Carolina Department of State Treasurer is providing this letter to Local Government Units to explain new contracting and procurement compliance obligations created by the **Iran Divestment Act of 2015** (N.C.G.S. 143C-6A-1 to 6A-9).* Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new bid process, each new contract, and each renewal or assignment of an existing contract. **ATTACHMENT H** The specific requirements are as follows:

- **Local Government Units must obtain a one-page mandatory certification under the Act.** *(See sample "Contract Certification" form for details.)*
- **Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List.** This list will be posted on the Department of State

Treasurer's website on February 26, 2016 and will be updated every 180 days. *(See "Contract Restrictions" for details.)*

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

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

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

28.15 The Distributor shall comply with the provisions of the Rights to Inventions Made Under A Contract or Agreement. https://www.law.cornell.edu/cfr/text/37/part-401 go to this link for scope and definitions

ATTACHMENT I – No Bid Response

ATTACHMENT A

HACCP SUMMARY

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

ATTACHMENT B

EVIDENCE OF INSURANCE

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

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

ATTACHMENT C
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 D

DISTRIBUTOR'S FOOD RECALL POLICY/PROCEDURES

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

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

Company Name (Type)

Signature of Authorized Representative

Print Authorized Representative Name

Date

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

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Company Name (Type)

Signature of Authorized Representative

Print Authorized Representative Name

Date

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 (Type)

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

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER
STATE AND LOCAL GOVERNMENT FINANCE DIVISION AND THE LOCAL GOVERNMENT COMMISSION

J
TREASURER

GREGORY C. GASKINS
DEPUTY TREASURER

Memorandum # 2016-10

TO: All Local Governments, Public Authorities and Their Independent Auditors

FROM: Sharon Edmundson, Director, Fiscal Management Section

SUBJECT: Iran Divestment Act Notice for Local Governments in North Carolina

DATE: February 17, 2016

The North Carolina Department of State Treasurer is providing this letter to Local Government Units to explain new contracting and procurement compliance obligations created by the Iran Divestment Act of 2015 (N.C.G.S. 143C-6A-1 to 6A-9).* Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new bid process, each new contract, and each renewal or assignment of an existing contract. The specific requirements are as follows:

1. **Local Government Units must obtain a one-page mandatory certification under the Act.** *(See sample "Contract Certification" form below for details.*
2. **Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List.** This list will be posted on the Department of State Treasurer's website on February 26, 2016 and will be updated every 180 days. *(See "Contract Restrictions" below for details.)*

Background

The Iran Divestment Act's requirements applicable to Local Government Units** will become effective on February 26, 2016, at the time the State Treasurer publishes the first list of prohibited companies and individuals (a "Final Divestment List") under the Act.

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* The Iran Divestment Act of 2015 can be found online at:
http://www.ncleg.net/Sessions/2015/Bills/Senate/PDF/S455v5.pdf

** The Act's requirements use the term "State agency." G.S. 143C-6A-3(7) provides that in the act, the term "State agency" includes not only State departments, boards, and commissions, but also "any political subdivision of the State" such as a Local Government Unit.

Final Divestment List

The Department of State Treasurer develops the Final Divestment List using data from a research vendor, U.S. federal sanctions lists, and other credible information available to the public. It consists of any individual or company, including parent entities and majority owned subsidiaries, that::

- Provided goods or services of $20,000,000 or more within any 12-month period in the energy sector of Iran during the preceding five years.
- Extended $20,000,000 or more in credit, under certain circumstances, to another individual or company that will use the credit to provide goods or services in the energy sector in Iran. (G.S. 143C-6A-3(4).)

The Department of State Treasurer will update the Final Divestment List at least every 180 days. The list will be published on the State Treasurer's website at www.nctreasurer.com/Iran and periodically circulated to Local Government Units.

Requirement 1: Contract Certification

For new procurements and new, renewed, or assigned contracts on or after February 26, 2016, each Local Government Unit must obtain a simple certification from each bidder or vendor. The bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at www.nctreasurer.com/Iran as of the date of signature. The certification is due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 143C-6A- 5(a).)

We have attached on the next page a short form that can be used for this certification, but Local Government Units are free to instead use their own form or put the required certification in the text of a contract or purchase order. Each Local Government Unit shall maintain its own records demonstrating these certifications.

Requirement 2: Restriction on Contracting

2026 -2027 OFFICIAL ORANGE COUNTY SCHOOLS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms. (G.S. 143C-6A-6(c).)

Contracts valued at less than $1,000.00 are exempt from this restriction. (G.S. 143C-6A-7(a).) In addition, a Local Government Unit may contract with a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (G.S. 143C-6A-7(c).) Local Government Units shall enter such exemptions into the procurement record.

The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer's Final Divestment List. (N.C.G.S. 143C-6A-5(b).) It is each vendor's responsibility to monitor its compliance with this restriction.

Next Steps
The Department of State Treasurer anticipates distributing the first Final Divestment List on February 26, 2016. Once the List has been distributed, all Local Government Units should meet the contract certification requirements.

If you have questions about the Department of State Treasurer's Iran Divestment Policy, please contact Dale Falwell at dale.folwell@nctreasurer.com or 919-814-4289.

Name of Vendor or Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

_____ _____

Signature Vendor Required **Date**

_____ _____

Printed Name **Title**

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

2026 -2027 OFFICIAL ORANGE COUNTY SCHOOLS DISTRIBUTOR IFB/CONTRACT ATTACHMENTS

ATTACHMENT I

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

Distributor Signature	**Date**
Printed Name	**Title**

IFB Bid Spreadsheet- Milk/Dairy Services

School District Name: Orange County Schools **Program Year:** 2026-27

Vendor Name: **Bid Year:** 1

Product Description	Usage (Estimate)	Unit Price (Each)	Extended Price
1% Milk Non-Flavored, Half Pint White Milk, 1% butter fat, U.S. Grade A fresh, pasterurized, homogenized, Vitamin D enriched, packages in one-half (1/2) pint paper or plastic container	200,000		0
Skim Milk Non-Flavored, Half Pint White Milk, 0% butter fat, U.S. Grade A fresh, pasterurized, homogenized, Vitamin D enriched, packaged in one-half (1/2) pint paper or plastic container	1,000		0
Skim Milk Chocolate, Half Pint Fat Free Chocolate Milk, 0% butter fat, U.S. Grade A fresh, pasterurized, homogenized, Vitamin D enriched, packaged in one-half (1/2) pint paper or plastic container	500,000		0
Skim Milk Strawberry, Half Pint Fat Free Strawberry Milk, 0% butter fat, U.S. Grade A fresh, pasterurized, homogenized, Vitamin D enriched, packaged in one-half (1/2) pint paper or plastic container	25,000		0
Lactose Free Milk, Half Pint Plain, unflavored, 1%, one-half pint (1/2) paper or plastic container	4500		0
Cottage Cheese, 5lb. Container	10		0
Sour Cream, 1 lb. Tub Full fat, refrigerated, Grade A.	10		0
Milk, Whole Plain, one/half pints (1/2) paper or plastic containers	500		0
Milk, 1% White, 1/2 gallon	1000		0

Grand Total	0

Authorized Representative Signature: _____

Date Completed: _____

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.

*Require the number of deliveries to meet the needs of our students and storage capabilities as stated on the school profile. We require two visits per week.

*Request that credits be given for leftover milk during scheduled school calendar breaks. Acts of weather/God will be an exception.

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

DISTRICT PROFILE –SCHOOL DISTRICT MEMBER

AFTER ENTERING LAST SCHOOL, PRESS ENTER UNTIL PAGES REALIGN.

Orange County Schools

Milk Bid

Addendum 1:

1. **Change in the invitation:**
   ***BID DUE DATE AND TIME:** May 28, 2026* **– 10:00 AM ET**
   Bid Opening at: Orange County Schools
   920 Corporate Drive
   Hillsborough, NC 27278

   Valerie Green
   May 4, 2026