

2018 – 2019 OFFICIAL DISTRIBUTOR INVITATION NEW MOUNTAIN PURCHASING COOPERATIVE IFB/CONTRACT

Mountain Co-Op (Alleghany, Ashe, Avery, Watauga)
May 24, 2018
IFB# 149-2018 PRODUCE

*This invitation is issued to Distributors with interest in bidding a NEW CONTRACT for the procurement and delivery of products by LOT(S) as listed in this contract for federally-funded Child Nutrition programs operating in our School District. This awarded contract becomes the **FIRST YEAR** of a contract with the potential of four – one year renewals provided both Vendor and School District agreement terms are accepted.*

BID QUESTIONS – SCHOOL DISTRICT CONTACT

Name: Tammy Woodie, Director of School Nutrition, Avery County Schools
E-Mail: tammywoodie@averyschools.net
Phone: (828)733-6006 ext 1514

INVITATION TO DISTRIBUTORS FOR PRODUCE FOR 2018-2019 SCHOOL YEAR

BID OPENING DATE Wednesday, June 6, 2018 **TIME OF BID OPENING:** 10:00 a.m.

LOCATION: Avery County Schools Board of Education Building
775 Cranberry Street, Newland, NC 28657

DISTRIBUTORS SUBMITTING NEW IFB/CONTRACT BIDS:

- Information needed to complete this bid is in the attached **Official IFB/Contract and Official Bid Spreadsheets**.
- Distributors submitting NEW PRODUCE BIDS ARE NOT REQUIRED TO ATTEND THE OFFICIAL MPC BID OPENING ON JUNE 6, 2018. The Distributor (or designee) delivering bid documents must **sign in prior to 10:00 a.m.** to hand deliver sealed bids to school district administrator at the Board of Education Building.
- Produce bidders may mail sealed NEW Bids in advance to:

Mailing Envelope: Tammy Woodie, Child Nutrition Director, Avery County Schools
C/O Mountain Purchasing Cooperative
775 Cranberry Street, Newland, NC 28657

Bids mailed for LOTS 4 must be received by **Friday, June 1, 2018 at 5:00 PM**. It is the Vendor's sole responsibility to assure a mailed bid is received by the deadline, no exceptions. Mail tracking delivery is recommended, but **DO NOT** require a signature for delivery.

BID OPENING PROCEDURES:

- Required (1) bid signatures and (2) evidence of contract language changes are reviewed by the MPC representatives at the opening. These are non – negotiable contract requirements and will result in immediate bid disqualification.
- **Only Bid Totals and the Apparent Preliminary Bid winner will be announced at the Bid Opening.**
- Absolutely no open discussion or questions will be allowed regarding the bid procedures or bid language at the Opening.
- Distributor questions pertaining to such shall be put in writing and delivered to Tammy Woodie, tammywoodie@averyschools.net or Monica Bolick, bolickm@wataugaschools.org , for clarification. Official clarification will be e-mailed to all vendors .
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- **ACTIONS REQUIRED PRIOR TO SCHOOL DISTRICT ANNOUNCEMENT OF BID AWARD**
- The MPC Audit Committee must complete and approve the **Distributor Pre - Bid Award Audit**.
- Any change in unit price due to the MPC Board audit is sent to the School District for correction to the extension and to the bottom line dollar amount of the bid.
- Distributor bid tabulations for line items are reviewed, corrected and **Distributor Bid Total is verified** by the School District or Co-Op. 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 bidding noting the verified bottom line bid totals from each bidder.
- **Local School District approval** for the bid contract is received for the Preliminary Awarded Vendor.
- **The Official Bid Certification and Agreement page is signed** by School District/Co-Op Representative after local approval. One copy is filed by the School District (Co-Ops should provide copies to all school district members) and one copy is mailed to Awarded Distributor.
- **Final Official Notification** of bid award is the issuance of a **Purchase Order** to the Awarded Vendor.

2018 -2019 NEW Distributor Bid Document Checklist for NEW Bid

NAME OF SCHOOL DISTRICT OR CO-OP: MOUNTAIN PURCHASING COOPERATIVE
DISTRIBUTOR NAME:

Distributor Directions: Double-click on the gray boxes and type in the *Default text box* YES or NO. Use this signed checklist as the TOP PAGE OF YOUR NEW BID PACKET with documents in the order shown below:

New Bid Certification - Two (2) copies required with original signature. The awarded Distributor will receive a copy signed by the School District AFTER the MPC Pre-Bid Award Audit, local review and correction of bid spreadsheets and local approval of bid award as required.

New Bid Tabulation Sheet – Totals from bid spreadsheets. The Tabulation Sheet is used to determine the “Preliminary Bid Award” at Bid Opening. Bid review by the school district may show corrections.

MPC – IFB Contract – The updated 2018 -2019 MPC IFB-Contract is provided to the Distributor for their file and does not need to be returned.

Attachments A – J - Attachments A - J are defined in the IFB – Contract and must be completed, signed and returned with the bid packet. Attachment K is the “no bid” sheet.

Special Conditions – If required, the Distributor must agree to *Special Conditions*. Any change to a Special Condition requires the School District to issue a local amendment seven working (7) days prior to bid opening to all potential bidders.

2018 - 2019 MPC Excel Bid Spreadsheets Completed with Re-Cap– (1 printed copy)

CD or Flash drive copy of the MPC Master Bid Spreadsheets for the School District. Label as: Distributor Name / 2018 - 2019 Master Pricing. One (1) copy unless Special Conditions require more for Co-Ops.

MPC Requirement for Master Pricing - CD or Flash Drive Required for LOT 4 Distributors:
 Provide **ONE CD or Flash Drive** labeled with the **Distributor Name - 2018 -2019 Pricing Master. Produce Distributors:**

Annual Contract / Weekly pricing invoices as required in the **IFB - Contract Section 11** This data is used by the Audit Committee for the required Pre-Audit which is sent to Alliance membership prior to bid award.

Distributor Bid Product Specifications with Buy American Statement (new) to be provided before June 1, 2018.

ADDENDA ACKNOWLEDGEMENT - The deadline for MPC E- Mail Addenda Notification is May 30, 2018.

Addenda issued are hereby acknowledged by bidder and become part of the 2018 -2019 Official IFB/Contract. The MPC and the School District may also submit Addenda to Distributors, as it applies to independently to their bid requirements. It is the Distributor’s sole responsibility, before the bid opening, to determine all Addenda issued is received.

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

Addendum 1	Date:		Addendum 2	Date:		Addendum 3	Date:	
Addendum 4	Date:		Addendum 5	Date:		Addendum 6	Date:	

DISTRIBUTOR SIGNATURE: I certify by my signature that all contract documents are signed and attached.

 Name of Distributor Representative

 Original Signature of Representative Authorized To Sign Bid

 Title of Distributor Representative

 Phone Number

 Date

DISTRIBUTOR: PROVIDE CONTACT NAMES/E-MAIL/PHONE OF KEY ACCOUNTING AND ACCOUNT REPRESENTATIVES BELOW

MOUNTAIN PURCHASING COOPERATIVE

(Alleghany, Ashe, Avery, Watauga County Schools)

DISTRIBUTOR IFB/CONTRACT



Terms and Conditions

Contract Period: August 1, 2018 – July 31, 2019

Approved by the Mountain Purchasing Cooperative

May 24, 2018

USDA NON-DISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider and employer.

**MOUNTAIN PURCHASING COOPERATIVE
DISTRIBUTOR BID – TERMS AND CONDITIONS – 2018 - 2019**

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- 18.0 TRANSMITTAL OF DELIVERY ORDERS**
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- 21.0 WAREHOUSING REQUIREMENTS AND USDA DONATED FOODS WAREHOUSING CHANGE**
- 22.0 OPTION FOR CONTRACT RENEWAL AND PROCEDURES**
- 23.0 BID RENEWAL PROCEDURES**
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- 27.0 ASSURANCE OF NON-COLLUSION**
- 28.0 ASSURANCES REGARDING LEGAL AND ETHICAL MATTERS *(revised April 2016)***

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- 29.0 REMEDIES FOR DISTRIBUTOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT**
- 30.0 FORCE MAJEURE PROCEDURES**
- 31.0 WAIVER**
- 32.0 RIGHT TO ASSURANCE**
- 33.0 REGULATORY COMPLIANCE**

DISTRIBUTOR REQUIRED BID ATTACHMENTS (SIGNED ATTACHMENTS REQUIRED ANNUALLY - NEW AND RENEWAL BIDS)

ATTACHMENT A – HACCP SUMMARY

ATTACHMENT B – EVIDENCE OF REQUIRED INSURANCE

ATTACHMENT C – LUNSFORD ACT COMPLIANCE

ATTACHMENT D – FOOD RECALL POLICY/PROCEDURES

ATTACHMENT E – PRODUCE - GAP CERTIFICATION

ATTACHMENT F – HUB CERTIFICATION

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

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

ATTACHMENT I – IRAN DIVESTMENT REQUIREMENT FORM

ATTACHMENT J – NO BID RESPONSE

ADDITIONAL LOCAL BID ATTACHMENTS:

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

1.0 MPC LEGAL AFFILIATION, MISSION, GOAL AND FEDERAL COMPLIANCE

- 1.1 LEGAL AFFILIATION:** MPC membership does not constitute a **LEGAL AFFILIATION**; it serves as a means for consolidation of bid products for mutual benefit of the member Districts and Distributors in the procurement of high quality foods for students at the most reasonable cost.

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- 1.2 MISSION:** This School District is a voluntary participant in the **MOUNTAIN PURCHASING COOPERATIVE** and joins **4- member School Districts** in the **MISSION** to procure high quality, reasonably priced products and services for federally-funded Child Nutrition programs operating in North Carolina.
- 1.3 GOAL:** The **GOAL** of the MPC is to work together to consolidate bid products which will provide benefits that are measurable, cost - effective, and ethically applied. Purchase estimates of the MPC membership are expected to enhance the purchasing power of this contract. Estimated quantities are not a guarantee of usage and the School District is not required to purchase product based on estimates. Estimated combined purchases of food and supplies of MPC member districts exceed \$150M annually.
- 1.4 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 MPC 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 Tammy Woodie, Child Nutrition Director, Avery County Schools in writing via e-mail, at tammywoodie@averyschools.net no more than **five (5) working days** after the date the IFB/CONTRACT is issued by the School District. The solicitation may, or may not, be changed, but a review of such notification will be made prior to the award of a Contract.
- 2.2 ADVERTISEMENT OF BID:** As required by the NC State Division of Purchase and Contract, solicitation for this IFB/Contract Bid has been advertised on the IPS website, and on each district web page.
- 2.3 A WRITTEN ADDENDUM IS THE ONLY OFFICIAL RESPONSE METHOD WHEREBY INTERPRETATION, CLARIFICATION AND ADDITIONAL INFORMATION REGARDING THIS BID CAN BE GIVEN.** Once issued, all addenda shall become part of this contract. All addenda will be issued electronically to each Manufacturer known to have received the initial IFB/Contract. Addenda may be issued from the MPC or the local school district within FIVE (5) calendar days prior to the bid opening date. However, before submitting an IFB/Contract, it shall be the responsibility of each Manufacturer 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 MPC and the Member School Districts within FIVE (5) calendar days prior to the bid opening date. For inquiries contact Tammy Woodie, tammywoodie@averyschools.net .

3.0 SCHOOL DISTRICT IFB – CONTRACT DECLARATIONS AND PROFILE

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga) 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 produce 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.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga) 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.

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Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga) reserves the right to reject any or all bids, or parts thereof, and to waive informalities and/or irregularities thereof.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga) 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.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga) and this IFB with all attachments and addenda hereto awarded will become the Contract between the School District and the awarded Distributor.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga) 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 (5) working days prior to the IFB/Contract due date.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga) 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 Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga) . 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.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga) 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**.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga) 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. Product usage by line item, The School District will provide the awarded Distributor the School Calendar, Menus and 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 a current business license from the 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

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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 LUNSFORD ACT.** 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 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. **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 MPC IFB/CONTRACT LANGUAGE BY THE DISTRIBUTOR**

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(3) FAILURE TO PROVIDE PRICING PER SECTION 1 CONTRACT PRICING AND SECTION 2 WEEKLY PRICING.

7.2 BUY AMERICAN PROVISION AND COUNTRY OF ORIGIN: The Distributor shall comply with the USDA “Buy American” provision for Contracts that involve the purchase of agricultural products. Federal regulations require that all FOOD purchased for Child Nutrition Programs be processed in the USA and must contain over 51% of the product's food component, by weight or volume, from U.S. origin. 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. While rare, two (2) exceptions may exist:

- (1) The product is not produced or manufactured in the U.S., in sufficient, reasonable and available quantities of a satisfactory quality; Note: USDA rules provide an exclusion for: Pineapples, Mandarin Oranges, Olives, Tuna, Bananas and Coffee.
- (2) Competitive bids reveal the cost of a domestic product is significantly higher than a non-domestic product.

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

7.2.3 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.

7.3 SPREADSHEET PRICING DIRECTIONS: The **DIRECTIONS TAB** is found on the **MPC Bid Spreadsheets** and provides full direction details by PRODUCE category regarding bid line items to be completed for Distributor pricing.

7.4 PRICE FOR EACH PRODUCT: If a “0” quantity is shown in the Estimated Usage column, the Distributor is still to provide a bid price for the bid specification.

7.5 PRODUCT CODES AND PACK: All efforts are made to provide correct Manufacturer product codes and packs before bids are mailed. All interpretations of the specifications shall be made on the basis of the following statement: If the bidder discovers or suspects error in the item specification, product code number, pack size, or change in manufacturer formulation, the Distributor shall contact Tammy Woodie, Child Nutrition Director, tammywoodie@averyschools.net . The MPC shall make the final determination of product equivalency and advise all potential bid parties through an e-mail Bid Addendum

7.6 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 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 FIRM FIXED FEE BID PROCEDURES FOR PRODUCE

8.1 FIRM FIXED FEE –The Fixed Fee is charged “per case” shall encompass the costs of the product’s distribution, financing and profit, production losses, analyses cost, waste, labor, overhead, and transportation costs of the line items bid on PRODUCE.

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- 8.2 The Fixed-Fee shall remain **firm for the duration** of the Contract, and for the duration of any Summer Nutrition Programs offered by the School Districts and any future Contract renewal period(s). Exceptions: Fuel Increase Force Majeure.
- 8.3 **PRODUCE. PRODUCE: FIXED FEE SPLITS** – Distributors should calculate the cost of case splits into the fixed fee structure for the individual School District. **The fixed fee for “splits” is divided by the fraction of a case provided** – i.e. – a half case is the full fixed fee x .50; a quarter case is the full fixed fee x .25, etc. **The Distributor shall indicate the splits they will provide by checking the box provided on the line item of products that may be split. The total fixed fee shall encompass the potential splits required by the school district.**
- 8.4 **FIXED FEE AND PRODUCT SUBSTITUTION:** In the event of a product substitution, the Fixed - Fee charged by the Distributor shall also apply to all other pre-approved brands in that specification and any optional brand priced or offered by the Distributor and approved by the School District for that bid specification.
- 9.0 **DISTRIBUTOR BID AWARD METHOD: PRODUCE** will be awarded to the qualified bidder with the **TOTAL LOWEST BOTTOM LINE PRICE** 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.
- 9.1 The unit price is to be provided in **CASES**. Formulas will compute pack size variance and cost per serving.

10.0 PRODUCE DISTRIBUTOR REQUIREMENTS

- 10.1 **AUDIT** - Produce distributor bids are subject to audit prior to award by the MPC, or at any time, by the local School District, to establish that bid pricing provided is consistent and within range of market pricing.
- 10.2 **GAP CERTIFICATION FOR PRODUCE USED IN SCHOOLS:** Good Agricultural Practices (GAP) for Produce served to students is an important marketing and health issue for the produce industry. Growers providing produce to packers serving School Districts under this IFB/Contract must have a verified and audited GAP program in place to assure produce is free of contamination. **ATTACHMENT E** USDA AMS GAP information can be found at the following website:
<https://www.ams.usda.gov/services/auditing/gap-ghp>
- 10.3 **PRODUCE ORDERS:** The awarded Distributor will provide, via e-mail, **BEFORE NOON** each Friday, or other week – day, as agreed with the School District, the weekly produce pricing document for all products not under annual contract pricing.
- 10.4 **QUALITY OF PRODUCE** – Produce products purchased for the duration of this contract shall match quality specification as provided on the Produce bid spreadsheet. Code dated product must show adequate days of shelf life from the day of delivery. **Adequate days are a minimum of seven days from delivery.** The Distributor shall investigate, and correct, School District issues with product quality.
- 10.5 **PROCEDURE FOR BIDDING NON-DOMESTIC PRODUCE:** The country (countries of origin must be provided for Produce on the bid spreadsheets in the space provided. Changes in country of origin during the term of the contract must be approved by the School District CN Administrator.

11.0 DISTRIBUTOR BID AWARD METHOD: PRODUCE

- 11.1 **ANNUAL BID CONTRACT PRICING FOR PRODUCE—Products listed in Section I Annual Contract Section** of the Produce bid spreadsheet will be **ANNUALLY** priced from August 1 to July 31 and not subject to price increase during the term of the contract except as described in Section 33 Force Majeure.

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11.1.1 ANNUAL COST DOCUMENTATION REQUIREMENT FOR PRODUCE SECTION I - The Distributor will provide a copy of their original Supplier's Contract Cost (*the source document from the supplier of product cost to the Distributor's warehouse*) to the School District for cost of each of the required annual contract line items listed. In addition, if offering annual contract pricing for any additional line items, Supplier Cost Contract documents are required. Each contract document is to provide at a minimum: the supplier name, contact information, list of the contract products with the contract pricing for the MPC with the contract dates of Aug 1, 2018– July 31, 2019.

11.2 ANNUAL WEEKLY or CONTRACT PRICED PRODUCE SECTION II AND III - Products listed in the **SECTION II AND III Weekly or Contract Priced** section of Produce bid spreadsheet may be bid using annual contract pricing or weekly pricing.

11.2.1 COST DOCUMENTATION REQUIREMENT FOR SECTION II. Use supplier invoices and pricing from delivery month of February 2018 for the following list of bid products: 90007 Red Delicious Apples 125-138 ct; 90015 Golden Delicious Apples 125-138 ct.; 90008 Cucumbers 10 lbs; 90008 Red Grapes 18 lbs.; 90011 Oranges, US#1, 100-113 ct.; 90012 D'Anjou Pears 120 ct.; 90013 Tomatoes 6x6 25 lbs.; 90014 Grape Tomatoes 12 pt. Supplier invoices must be provided with the bid package and products must meet the bid specification. Each invoice document must provide at a minimum the supplier name and contact information, date of the invoice and unit pricing for the items.

11.2.2 COST DOCUMENTATION FOR SECTION III WEEKLY OR CONTRACT PRODUCE SECTION: Distributor will maintain supplier invoices and pricing from the school delivery month of **February 26, 2018** on site and will be made available on request..

11.3 PRODUCE: SECTION IV ADDITIONAL ITEMS— The school district will list additional items with usage in this section. The Distributor may provide either annual contract pricing or weekly pricing. All pricing will be included in the bid bottom line.

13.0 IFB - CONTRACT DEFINITIONS

13.1 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.

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

13.3 BUY AMERICAN CERTIFICATION FOR THE MPC – Certification required to be provided for all Distributor bid food product specifications to meet USDA Buy American requirement. Due by June 1 of each year for products bid and any changes in products to be delivered to school districts. Certifies the products were both processed in the U.S. and contain over 51% of its agricultural food component, by weight or volume, from the U.S.

13.4 COMBINED PRODUCT USAGE ESTIMATE is a guide for Manufacturers and Distributors as to the potential product usage of the combined MCP school districts by Distributor, but under no circumstances guarantees MCP product usage.

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

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- 13.6 **CUSTOMER ISSUES:** 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.
- 13.7 **DISTRIBUTOR OPTION TO DECLINE:** The Distributor awarded the Contract has the option to decline award of if the bidder deems the number of line items awarded insufficient. Any award declined by a Distributor will be awarded to the qualified Distributor with next lowest price. If the first Distributor awarded the Contract chooses to decline the award, **the Distributor is required to provide a written request of relief to the School District within five (5) working days after the Preliminary Bid Award Letter is received from the School District.**
- 13.8 **DISTRIBUTOR FACILITIES:** The warehouse facilities and delivery vehicles shall be clean, be free of insects and rodents, and meet all federal and state regulations for storing and delivery of dry, chilled, and frozen food products.
- 13.9 **HACCP:** All Distributors submitting bids must provide a current **Hazard Analysis Critical Control Point Summary (HACCP)** describing the Distributors on – site food sanitation and safety practices meeting federal regulation. The awarded bidder must maintain a current HACCP plan through the duration of this contract.
ATTACHMENT A
- 13.10 **INTERFACE WITH MANUFACTURERS:** Communicate district problems relating to product levels and product quality and provide the school district notification of supplier issues; including but not limited to: production, shortages, transportation or product discontinuance. **A Manufacturer Letter describing the circumstances and effective dates is required from the Distributor to the School District for documentation of the issue.**
- 13.11 **MANUFACTURER CONTRACTS OFFERING LOWER PRICES** – If an eligible public agency contract, within the state of NC, or a Distributor volume bracketed pricing contract with an awarded MPC Distributor, shows a lower price on a product than offered under this Agreement, the manufacturer shall notify the MPC and MATCH that lower pricing under this Agreement. The manufacturer holds a contract (not with the MPC) with lower pricing that is available to a Public Agency within the state of NC.
- 13.12 **MANUFACTURER REBATES AND BILL BACKS** - The regulations at 7 CFR 210.21(t), 220.16(e) and 215.14a(d) require that school food authorities (SCHOOL DISTRICTS) must include in all cost reimbursable contracts, contracts including cost reimbursable provisions and solicitations for such contracts, provisions which limit use of non-profit school foodservice account funds to costs resulting from proper procurements and contracts. Specifically, the regulations require that SCHOOL DISTRICTS may use nonprofit school food service account funds to pay only for allowable costs - those costs net of all applicable discounts, rebates and other applicable credits. The regulations at, 7 CFR 200, Office of Management and Budget Guidance, 7 CFR 210.21(c) (i), 215.14a(c) and 220.16 (c) ensure that School Food Authorities receive the full benefit of any applicable discounts, rebates or credits intended specifically for the School Districts by manufacturers, suppliers and/or redistributors arising from purchases made under this IFB (hereinafter "Applicable Discounts, Rebates or Credits"). Distributor may receive and retain earned income, defined as income and profit earned by the distributor for work or services performed by the distributor and/or consistent with industry standards. Some examples of earned income include but are not limited to, freight management, procurement leverage, consolidated warehousing, quality assurance, performance-based product marketing, and management of competitive conditions. The total bid price is not adjusted for earned income.
- 13.13 **NON – DOMESTIC FOODS:** Any non-domestic product (non - manufactured in the U.S. and containing less than 51% U.S. ingredients) delivered to the School District, without the prior, written approval of the Child Nutrition Director, or designee, shall be rejected at the delivery point. However, if an unapproved, non – domestic product is delivered to the School District and not rejected, the Distributor shall be held responsible for any over-claims that may result from failure to meet the School District's required meal pattern. Note: If not rejected at delivery, the Distributor's return policy becomes effective for credit. Agricultural products which are

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grown, canned or packed outside of the United States may be accepted by the school district (in writing) with proof from manufacturer that poor Market conditions exist (weather, and/or supply availability of market); this requirement applies to both pre-approved and “private labels”.

- 13.14 **ON – SITE INSPECTIONS:** MPC member 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.
- 13.15 **PRODUCT RECALL:** The Distributor awarded the Contract shall be expected to voluntarily comply with all Federal, State and local mandates regarding the **Identification and Recall** of foods from the commercial and consumer marketplace. The Distributor shall have a process in place to immediately respond to a manufacturer food recall; the process must include accurate and timely communications to the School District and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner. The Distributor is responsible for any consequences arising from the failure to make immediate notification. A one-page summary of the **Distributor’s Food Recall Policy/Procedures** is required to be submitted with the Bid in **ATTACHMENT D**.
- 13.16 **PROTEST PROCEDURE:** Protests by the Distributor must be submitted in writing, with supporting documentation, to the issuing School District or Co-Op within **five working days** after bid award. Protests should be made to the School District with a copy of the protest letter is to be provided to the MPC, Tammy Woodie, tammywoodie@averyschools.net.
- 13.17 **QUALITY CONTROL AND ASSURANCE** Each District Director is the contact for product quality issues. It is the responsibility of the School District and awarded Distributor to collaborate on solving local problematic order, delivery and product issues.
- 13.18 **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.
- 13.19 **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.

14.0 **PRODUCT QUALITY, PRODUCT SPECIFICATIONS AND RECOURSE FOR MISREPRESENTATION**

- 14.1 All food products supplied by the Distributor awarded the Contract will comply with Standards of Identity, **Quality** and Fill as described in 21 CFR Part 100 of the Food, Drug and Cosmetic Act regulations. All products delivered are to be from the most recent manufacturer pack date and to meet bid product specification.
- 14.2 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.
- 14.3 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.

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15.0 ESTIMATED QUANTITIES AND DISTRICT INFORMATION AFFECTING PURCHASES

- 15.1 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.

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

- 16.1 **TIE BID:** In the event of a tie on a PRODUCE BID or line item, the deadlock will be decided by using the following order:
- 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.
- 16.2 **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.
- 16.3 **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.

17.0 PRELIMINARY DISTRIBUTOR BID AWARD

- 17.1 **PRODUCE BID Awards are considered "PRELIMINARY" until the following is completed:**
- 17.1.1 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 make adjustments and corrections and notify bidders individually. The corrected bottom line calculations will be shown in the **Preliminary Award letter** sent to all bidders.

18.0 ADDITIONAL PRODUCTS, AND "NS" NON- STOCKS

- 18.1 Under the terms of this agreement, the School District may purchase products that are not specified on The MPC bid specifications, the MPC bid specifications, at Cost – Plus Fixed Fee. The intentions of these purchases are for small quantities of products used for catering and school functions "stocked" by the Distributor (under 500 cases of usage) and new menu items that are required by the Distributor (under 500 cases of usage) and new menu items that are required by the district. Minimum order requirements of the manufacturer must be discussed with Distributor if the item is not stocked and would be a "special order." The total value of all additional goods including quantities of listed goods that exceed estimated quantities required under this contract is limited to 10% of the estimated value of the contract at the beginning of the contract year.

19.0 SUBSTITUTION AND DISCONTINUED PRODUCT REQUIREMENTS

- 19.1 The Distributor awarded the Contract shall order goods from manufacturers in economical quantities and

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maintain inventories at an sufficient level to prevent out of stock situations while avoiding excessive inventories which may be counter-productive to efficiency. Product substitutions due to out of stock situations should be held to an absolute minimum. 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.

- 19.2 Any Distributor substitution that is not pre-approved approved, in advance, 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.
- 19.3 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.
- 19.4 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 (1) of the same or higher quality as the regular stock, (2) the same or lower portion cost than regular stock and (3) priced at the same flat fixed-rate fee per case as the original product. The invoiced price for a substituted product is to be adjusted to the **current bid price at delivery** to avoid incorrect billing. Substituted products are approved by the School District.
- 19.5 Any substitution for a bid specification brought in by the Distributor to alleviate a **manufacturer out of stock**, or discontinued production, must be (1) of the same or higher quality as the regular stock, (2) the same or similar cost as the regular stock and (3) priced at the same flat fixed-rate fee per case as the original product. Substituted products are approved by the School District.
- 19.6 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.
- 19.7 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, prior to the delivery of the product to the School District.
- 19.8 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.
- 19.9 If a pre-approved bid product on the MPC bid sheet is discontinued by the manufacturer, the Distributor shall immediately notify School District customers to recommend a replacement product. If the bid specification has other pre-approved brands, the Distributor shall price the remaining pre-approved brands on the bid line and offer the best pricing. If there are other pre-approved brands, the Distributor shall shop the market and offer a product is of the same quality and cost as possible. It is the decision of the local School District to accept or decline a replacement product. The Distributor must notify the child nutrition

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directors for each district whenever knowledge of a product being discontinued is known for the appropriate action on MPC bidding sheets may be taken.

20.0 DISTRIBUTOR AUDITS: PRE – AWARD, NON - SCHEDULED AND AUDIT OVER AND UNDERCHARGES

20.1 **PRE - AWARD OF BIDS AUDIT:** PRE-Award of Bids Audit will be conducted on the behalf of the membership by the MPC DIRECTORS for the PRODUCE BID. The Audit Committee will select products for Audit. This Audit will include a minimum of one product of Non-Domestic Origin. The Audit Committee collects source cost documentation, resolves issues related to the Audit and notifies the Distributor and MPC members of Audit approval/disapproval and any product cost price changes due to audit findings. Distributors are responsible for making source documents available to the Audit Committee in a timely manner. The extent and method of Audit will be at the discretion of Audit Committee.

20.1.1 All official manufacturer product unit cost documentation used for the Pre – Award and Mid – Term Price Adjustment **MUST** include the authorized manufacturer signature on manufacturer's company letterhead and be dated no more than 60 days prior to the Price Adjustment. The confirmation must reference the pricing as authorized as a member of the MPC. This confirmation shall be maintained on file with the Distributor for audit purposes and is not required to be submitted with the Distributor's Bid documents.

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

20.1.3 **PRE- AWARD BID AUDIT CHANGES:** If a price on the Annual Bid Audit cannot be verified with the bid price, the audited cost is provided to the School Districts who will make corrections and re-tabulate the bid award. Should an entire Audit process be disqualified, the School District will move to the second lowest Distributor's bid for approval status.

20.1.4 **PRE – AWARD BID AUDIT:** CN Director or designee will conduct the Pre Award Bid Audit. The Audit will be conducted as a means of determining and/or verifying the cost quoted by the Distributor. Written quotes and/or other documentation used to ascertain whether these items reflect the lowest quotation may be requested for review. The extent and method of audit will be at the discretion of the CN Director or designee

20.2 MID - TERM ECONOMIC PRICE ADJUSTMENT

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

- The MPC Districts retains the option of acting as "designee" on behalf of MPC membership in any Audit review. MPC district directors reserve the right to request an audit at anytime during the bid period requiring documentation of bid pricing quotes.

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

20.3.1 A signed manufacturer Price Confirmation is acceptable for bid pricing received, but not yet purchased. Pricing must be on source manufacturer letterhead with official signature and dated no more than 60 calendar days prior to the bid opening or renewal date and note the pricing as specifically for the MPC.

20.3.2 Actual manufacturer's invoices on manufacturer's letterhead, Freight bills,

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

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

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

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

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

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

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

21.0 TRANSMITTAL OF DELIVERY ORDERS

21.1 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.

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- 21.2 Orders may be transmitted electronically or by fax as mutually agreed upon by the Distributor awarded the Contract and the School District. Order guides (pre-printed) 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.
- 21.3 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, and screen delivered orders for shortages, errors, and pricing mistakes.

22.0 BILLING AND PAYMENT REQUIREMENTS

- 22.1 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. An MPC member district reported by a Distributor as repeatedly violating the payment requirement will be reviewed by the MPC and reprimanded. Repeated violations may result in termination of MPC membership.

Definitions:

Invoice-an itemized bill of goods or services sold containing individual prices and the total charges

Statement-a bill for goods or services that collects several invoices from a given time, usually a month, into one document

Clarification: Per part 22.1 above, payment will be due within 30 days of the date of the statement. A statement should be provided monthly to each school district or more often when requested by the school district.

- 22.2 The Distributor awarded the Contract shall provide each School District separate invoices and statements for produce. Each School District will provide separate Purchase Orders for produce as required.
- 22.3 Co-Op groups have been formed to streamline processes (one bid document, replacing individual documents) and combination of menu items/quantities for increased volume. Informal Co-Op's within the MPC are not a separate legal entity. Each School District is only obligated for payment of orders placed and received by that individual district. Billing must be provided separately to each individual district for products purchased. There is no obligation for one district to pay invoices belonging to other member districts. Orders and billing are a direct relationship between the Distributor and the individual School District receiving the products.
- 22.4 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 basis shall constitute grounds for withholding payments.
- 22.5 Taxable items shall be invoiced separately and shall be billed on a separate statement or products shall be identified as non-taxable. The current year **MPC SUPPLY ITEM TAXABLE – NON – TAXABLE LIST** must be utilized by the Distributor. This list may be updated as supply items are added/deleted from the list. Out-of-state Distributors shall comply with the tax laws of the State of North Carolina for food and non-food items. Food and certain non-food items purchased under the contract are not subject to state and Federal Taxes according to the following state Statute:

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

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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 sold not for profit by public school cafeterias within school buildings during the day is exempt from sales and use tax.

23.0 SITE DELIVERIES

- 23.1 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.
- 23.2 Only one (1) Distributor delivery per school site per week is anticipated, but the School District reserves the right to require more/less than one delivery per week, as needed and 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 on reduced delivery schedules, but are under no obligation to accept less than one delivery per school site per week.
- 23.3 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.
- 23.4 The Distributor shall be notified by the School District in advance of holidays, student vacation and teacher work days so that arrangements can be made for deliveries as approved by the 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.
- 23.5 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.
- 23.6 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.
- 23.7 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.
- 23.8 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.
- 21.9 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.

24.0 WAREHOUSING REQUIREMENTS

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- 24.1 The Distributor awarded the Contract is responsible for the proper warehousing of all products prior to delivery to the School District. Products must be held at the proper temperatures and humidified as recommended by packers or manufacturers, so as to maintain the products and packages at optimum levels of quality and condition. The Distributor shall be liable for the safety and appearance of products and packaging materials. Any products or packages received that are out of condition, as per HACCP guidelines, will be returned for full credit.

25.0 OPTION FOR CONTRACT RENEWAL AND PROCEDURES

- 25.1 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 Flat Fixed Fees 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.
- 25.2 **RENEWAL OF FLAT FIXED FEES:** The School District reserves the right to renew the Distributor Fixed Fee(s) as stated on the original bid Official New Distributor Bid Tabulation Page. Renewal can be requested each year for a period not to exceed four (4) additional (1) year terms, after the original bid year, with mutual agreement of the School District and the Distributor concerning the following:
- 25.2.1 The same, or lower, distributor fixed fees are renewed for PRODUCE, the school district may negotiate a lower fixed fee with the distributor for a renewal.
- 25.2.2 The only accepted increase in the delivery of a Fixed - Fee will be based on fuel cost only as described in Section 21.0 of the IFB/Contract.
- 25.2.3 No changes that would substantially change the original IFB/Contract agreement or Special Conditions of that agreement may be extended in a bid renewal year.

26.0 BID RENEWAL PROCEDURES

- 26.1 The verbal Contract Renewal process may be initiated by either the school district or the Distributor in February of each year.
- 26.2 Renewal Documents as required by the MPC: The Bid Renewal Agreement, Updated IFB/Contract, Attachments A- J, signed and returned to the School District by the Distributor.
- 26.3 After renewal approval, the School District will return a signed copy of the **Bid Renewal Certification Agreement and Special Conditions Agreement**, to the Distributor.
- 26.5 The School District completed Purchase Order to the Distributor is the final approval of the Renewal Agreement.
- 26.6 School Districts in Renewal status will provide Usage Reports (via the new - year bid spreadsheets) to the awarded Distributor at the same time School Districts soliciting NEW bids to provide Distributors sufficient usage data for product contracts and ordering.

27.0 FIXED – FEE ADJUSTMENT FOR FUEL PRICE INCREASE

- 27.1 The fixed - fee for fuel price increase may be adjusted mid-contract and at bid renewal. No other criteria may be considered in adjusting the fixed - fee. The Distributor may propose an increase in the flat fixed – fee if the following conditions exist: On the first Monday in November, if the price of fuel exceeds thirty (30) percent of the base fuel price, as established on the date of the initial Bid opening according to the Weekly on Highway Diesel Prices for the Lower Atlantic Region issued by the Energy Information Agency at: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>
- 27.2 If conditions exceed 30% of the base fuel price, Distributor may submit a written request for a mid-contract adjustment to the fixed - fee; the request must be submitted to the CND of the School District with a copy to Tammy Woodie, MPC Bid Coordinator, within forty – five (45) days of February 1. The request must include justification and market documentation for the increase based on fuel cost.

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- 27.3 To propose an increase in the fixed - fee, the Distributor shall: (1) Determine if the base fuel cost (as reflected at the Bid opening) has increased by thirty (30) percent, and if so, (2) Document the increase in the price per gallon over the initial base fuel cost.
- 27.4 The increase in the fixed - fee shall be based on \$.01 per each \$.20 increase in the cost of fuel per gallon. For example, if the base fee established at bid opening is \$2.30 and fuel prices increased by forty – five (45) percent to \$3.33 per gallon on November 1, the \$.01 may be applied per unit as indicated in the Distributor's original Bid.
- 27.5 The increase in the flat fixed – fee, based on fuel prices, may not exceed \$.03 per unit in a contract period. The increase in the fixed - fee adjustment at mid-Contract will take effect on Feb. 1 of the contract year.
- 27.6 The same conditions for adjusting the fixed - fee shall apply to the Renewal of the Contract. If, on the first Monday in May, the cost of fuel exceeds thirty (30) percent of the base price that was established November 1, the Distributor may propose an increase in the fixed - fee, using the same procedure described in Item 2 of this Section. The adjustment to the fixed - fee shall not exceed \$.03 per unit. If, however, the price of fuel has dropped by thirty (30) percent from the base that was established on November 1, the Distributor shall reduce the fixed - fee accordingly.

28.0 PRODUCT USAGE REPORTS FROM DISTRIBUTOR

- 28.1 The Distributor awarded the Contract shall provide UPON REQUEST product electronic utilization reports to the Child Nutrition Director, or designee, within 4 days of the request. These reports shall be submitted for total quantity delivered per line item (including substitutes for a bid line item) in the terms of bid units per school delivery point and/or combined district total. The MPC Item Number (first column on the MPC bid spreadsheet) shall be correlated with the Distributor Item number to provide for sorting data.

29.0 RECORDS RETENTION REQUIREMENTS

- 29.1 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.
- 29.2 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.
- 29.3 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.

30.0 ASSURANCE OF NON-COLLUSION

- By signing this bid, the Distributor ASSURES that, to the best of his/her knowledge:
- 30.1 Neither the Distributor nor any business entity represented by the Distributor has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this IFB/Contract.
- 30.2 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.
- 30.3 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

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- 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,
- 30.4 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.
- 30.5 No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

31.0 ASSURANCES REGARDING LEGAL AND ETHICAL MATTERS *(revised April 2016)*

- 31.1 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.
- 31.2 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 MPC members."
- 31.3 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

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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.

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

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given: 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination. Failure to respond to the written notification of termination to rectify defects within five (5) working days will result in immediate termination of contract.
- 32.5 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 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 deemed valid reason for not considering any future bid from

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the defaulting Distributor. In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

33.0 FORCE MAJEURE PROCEDURES

- 33.1 The party seeking relief due to Force Majeure will be required to promptly notify and the MPC DIRECTORS using the **Force Majeure Request Form**, citing the details of the Force Majeure event, including adequate market documentation, and request MPC Directors approval of the Force Majeure. the School District(s). The Request is to be sent to tammywoodie@averyschools.net . If approved, the Distributor will be notified via a signed Force Majeure Request Form which is sent to the School District.
- 33.2 The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Distributor's industry equally and are not actions taken solely against the Awarded Distributor, acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.
- 33.3 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.
- 33.4 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.
- 33.5 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.
- 33.6 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.

34.0 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.

35.0 RIGHT TO ASSURANCE

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

36.0 REGULATORY COMPLIANCE

- 36.1 The Distributor and SCHOOL DISTRICT mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for

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- Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
- 36.2 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).
- 36.3 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.
- 36.4 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".
- 36.5 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.
- 36.6 The Distributor shall comply with the provisions of the Consumer Product Safety Act.
- 36.7 The Distributor shall provide notification of **HUB Certification. ATTACHMENT F**
- 36.8 The Distributor shall complete and sign the **Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying ATTACHMENT G** and shall include this document as part of the Agreement.
- 36.9 The Distributor shall provide notification of **Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions ATTACHMENT H**
- 36.10 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.
- 36.11 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 I** 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.)

ATTACHMENT J – No Bid Response

ATTACHMENT A

HACCP SUMMARY

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

ATTACHMENT C

EVIDENCE OF INSURANCE

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

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

ATTACHMENT C

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

LUNSFORD ACT: The 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 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: The Distributor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on (name of SFA) property or at (name of SFA) events. The company shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. (Name of SFA) reserves the right to prohibit any individual employee of from providing services on (name of SFA) property or at Name of SFA) events if (Name of SFA) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Company Name (Type)

Signature of Authorized Representative

Print Authorized Representative Name

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

PRODUCE – GAP CERTIFICATION – LOT 4 PRODUCE

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

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

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

Company Name (Type)

Signature of Authorized Representative

Print Authorized Representative Name

Date

ATTACHMENT F

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 G

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 H

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Company Name (Type)

Signature of Authorized Representative

Date

Print Authorized Representative Name

Instructions for Certification

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

ATTACHMENT I



J
TREASURER

Memorandum # 2016-10

NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

STATE AND LOCAL GOVERNMENT FINANCE DIVISION AND THE LOCAL GOVERNMENT COMMISSION

GREGORY C. GASKINS
DEPUTY TREASURER

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.

^{*} 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

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).)

2018 – 2019 - MPC IFB/CONTRACT ATTACHMENT – NEW BID

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.falwell@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.

2018 – 2019 - MPC IFB/CONTRACT ATTACHMENT – NEW BID

ATTACHMENT J

Thank you for the opportunity, but our company declines to bid for 2018-2019.

Distributor Signature

Date

Printed Name

Title

2018 - 2019 New Bid Certification and Agreement

Distributor Directions: Prepare two (2) copies of this **New Bid Certification and Agreement** with original signatures. **Double Click** on the gray boxes and type in the Default text box to complete agreement..

School District or Co-Op Name Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga County Schools

DISTRIBUTOR NAME	ADDRESS	CITY & STATE	ZIP
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DEFINITIONS

- The term “**New Bid**” as used in this document, means the School District has sent an **Invitation and IFB/Contract with documents** to eligible Distributors for awarding a Distributor to carry out the terms of the **IFB/Contract**.
- The term “**IFB/CONTRACT**” as used in this document, means **the current year MPC IFB/CONTRACT**. The **IFB/CONTRACT** may be updated annually as needed for clarification, compliance with USDA regulatory policy and for the efficient and effective functioning of the MPC. Distributors in “renewal status” will receive the updated **IFB/Contract** each year.
- The awarded contract may be renewed for up to four (4) one-year agreements. In such renewals, the School District and the current Distributor of **PRODUCE agree to “renew OR lower” the fixed fee price per case delivered** per the original IFB/Contract. If the Distributor is unable to maintain the current fixed fee per case pricing, the School District is required to issue a new bid.
OR
- **The term “IFB/Contract,” as used for New Bids, means the comprehensive collection of the following items sent to eligible Distributors as information and to be completed and to be returned to the School District as part of the Official Documents of the Bid Packet:**
 1. **Bid Invitation to Distributor** – Notification to Distributors of Bid Opening Date and details of requirements.
 2. **Distributor Checklist** – Check off list of required documents – Place as **Top Page** of the bid packet.
 3. **Official 2018 - 2019 MPC IFB/Contract** – Copy for Distributor’s file, **do not** return with bid packet.
 4. **Official IFB/Contract Attachments A – J** – Completed and signed with original Distributor signature.
 5. **Official 2018 - 2019 Bid Spreadsheets with Product Usage Estimates** – Distributor is to complete and return with the School District bid package, both a digital and a hard copy of bid spreadsheets with bid Category Totals b using the Usage Estimates as provided by the School District.
 6. **Official New Bid Certification and Agreement** - Signed and returned by the Distributor. School District Official signs **after** School District approval of award and the completed/signed Agreement copy is mailed to the awarded Distributor. The agreement is effective by the issue to the Distributor of a School District Purchase Order.
 7. **School District Special Conditions** –School Delivery or other.
 8. **School District Profile** – Updated profile of local schools provided to the awarded Distributor by School District.
- **BIDDER DISQUALIFICATION:** Distributor failure to include any of the required documentation at the time of bid submittal or multiple bid errors **MAY** be considered grounds for bidder disqualification as determined by the School District. School District officials will make the final determination regarding Distributor submittal errors other than the two Distributor errors defined by the MPC Directors as an immediate **Non-Responsive Bid**:
 - **FAILURE TO SIGN THE OFFICIAL DISTRIBUTOR BID CERTIFICATION & AGREEMENT FORM**
 - **ANY CHANGE TO THE ALLIANCE IFB/CONTRACT BID LANGUAGE**
 - **FAILURE TO PROVIDE PRICING PER SECTION 1 CONTRACT PRICING AND SECTION 2 WEEKLY PRICING.**

2018 - 2019 New Bid Certification and Agreement

FEDERAL PROGRAM REGULATIONS

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

- In compliance with the **MPC IFB/Contract**, and subject to all conditions required therein, the undersigned offers and agrees to furnish and deliver, PRODUCE and any or all items upon which prices are bid, at the "cost" prices set correlating to each item plus the "firm fixed fee" and within the time frame specified.
- By responding to this **IFB/Contract**, the Distributor certifies that the Bid Offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Bid for the same items, and is in all respects fair and without collusion or fraud. The Distributor also certifies no one connected to this company has had any connection with the development or drafting of this **IFB/CONTRACT**. Under penalty of perjury, the undersigned Distributor certifies that this Bid has not been arrived at collusively or otherwise in violation of Federal or State of North Carolina laws or regulations. By signing this Bid Certification, the individual whose name is shown assures that the Distributor has read and understands all the Terms and Conditions in the Official MPC IFB/CONTRACT and agrees to be bound by them, and is authorized to submit Bids on behalf of the Distributor.

DISTRIBUTOR NEW BID CERTIFICATION AND SIGNATURE

I certify by my signature below that the required PRICES quoted and brands specified in the bid spreadsheets of this **IFB/CONTRACT** are correct and that I have the authority to obligate the company named to perform under requirements of this Bid Certification and all Terms and Conditions stated in the Official **2018 - 2019** IFB/Contract, Attachments, Special Conditions and attached addenda.

Name of Distributor Representative

Original Signature of Distributor Authorized To Sign

Title of Distributor Representative

Name of Company

Date

SCHOOL DISTRICT OFFICIAL ACCEPTANCE SIGNATURE

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

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

Tammy Woodie

Name of School District/Co-Op Representative

Director of School Nutrition

Title of School District/Co-Op Representative

Avery County Schools/Mountain Purchasing Cooperative

Name of School District

Signature of School District/Co-Op Representative

Date

2018 -2019 NEW DISTRIBUTOR BID TABULATION SHEET

SCHOOL DISTRICT NAME: Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga)

DISTRIBUTOR NAME: _____

Distributor: Print this page and *handwrite* LOT GRAND TOTALS below as recorded from the bid spreadsheets.

FRESH PRODUCE \$ _____

DISTRIBUTOR BID TOTAL \$ _____

DISTRICT PROFILE -MPC SCHOOL DISTRICT MEMBER

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

School District School Year/Name: Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga County Schools – 2017/18)

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	Average Brk'fast Meals Per Day	Average Lunch Meals Per Day	Avg. After School Snacks Per Day	Avg. Summer Participation Per Day
ALLEGHANY COUNTY SCHOOLS						
Glade Creek Elementary School-Marlene Crouse	32 Glade Creek School Road	Ennice, NC 28623	85	190	50	20
Piney Creek Elementary School-Shannon Chandler	559 Piney Creek School Road	Piney Creek, NC 28663	65	120	20	20
Sparta Elementary School-Mary Beth Harris	450 North Main St	Sparta, NC 28675	210	470	50	120
Alleghany High School-Rhonda McGraw	404 Trojan Avenue	Sparta, NC 28675	80	290	0	95
ASHE COUNTY SCHOOLS						
Blue Ridge Elementary School-Sherrie Harless	5778 Highway 88 West	Warrensville, NC 28693	275	400	40	50
Mountain View Elementary School-Nita Absher	2789 Highway 221 North	Jefferson, NC 28640	530	520	40	200
Westwood Elementary School-Patty Richardson	4083 US Highway 221 South	West Jefferson, NC 28694	200	375	45	50
Ashe County Middle School-Christine Richardson	255 Northwest Lane	Warrensville, NC 28693	100	280	25	0
Ashe County High School-Darlene Wetmore	184 Campus Drive	West Jefferson, NC 28694	200	560	0	0
AVERY COUNTY SCHOOLS					SUPPER FEEDING	
Banner Elk Elementary School-Brad Johnson	155 Orchard Lane	Banner Elk, NC 28604	60	100	0	0
Crossnore Elementary School-JoAnn Garland	1000 Walt Clark Road	Crossnore, NC 28616	95	150	0	0
Newland Elementary School-Bobbi Jo Clark	750 Linville Street	Newland, NC 28657	170	200	100	285
Riverside Elementary School-Barbara Arnett	8020 US 19-E South	Newland, NC 28657	115	100	0	0

DISTRICT PROFILE -MPC SCHOOL DISTRICT MEMBER

Avery Middle School- Lucy Johnson	102 Montezuma	Newland, NC 28657	130	185	0	0
Cranberry Middle School/Freedom Trail Elementary School- Amy Parlier	6230 US 19-E North	Elk Park, NC 28622	250	285	0	0
Avery High School- Leda Shatley	401 High School Road	Newland, NC 28657	120	300	0	0
WATAUGA COUNTY SCHOOLS						
Bethel Elementary School-Melody Howell	138 Bethel School Road	Sugar Grove, NC 28679	63	96	0	0
Blowing Rock Elementary School- Mildred Johnson	165 Morris Street	Blowing Rock, NC 28605	31	137	0	0
Cove Creek Elementary School- Carolyn Miller	930 Vanderpool Road	Vilas, NC 28692	59	134	0	75
Green Valley Elementary School- Betty Moretz	189 Big Hill Road	Boone, NC 28607	102	235	0	0
Hardin Park Elementary School- Rebecca Trivette	361 Jefferson Road	Boone, NC 28607	133	377	0	100
Mabel Elementary School-Debbie Potter	404 Mabel School Road	Zionville, NC 28698	73	117	0	0
Parkway Elementary School-Anna Miller	160 Parkway School Road	Boone, NC 28607	82	262	0	0
Valle Crucis Elementary School- Denise Combs	2998 Broadstone Road	Sugar Grove, NC 28679	47	160	0	0
Watauga High Schools-Angela Nuzzi	300 Go Pioneers Drive	Boone, NC 28607	78	364	0	0

AFTER ENTERING LAST SCHOOL, PRESS ENTER UNTIL PAGES REALIGN.

TAXED		TAXED	
78000	Bags, Bun Pan Storage, Clear, Poly	78755	Gloves, Pot Sink, 18 inch, Lined, Medium
78005	Bag, Bun Pan Rack Cover	78757	Gloves, Synthetic, Powder Free, Natural, Medium
78025	Bag Dispensing Holder for Saddle Pack Above	78785	Gloves, Vinyl, Powder Free, Medium
78050	Bag, Freezer, 1 gallon, Zip Lock REVISED 3-1-17	78790	Gloves, Vinyl, Powder Free, Large
78315	Foil Wrap, Aluminum, 18" x 1000 ft. Heavy Duty	78795	Gloves, Vinyl, Powder Free, X- Large
		78800	Hairnets, 24 inch
78322	Foil Wrap, Aluminum, 24" x 1000 ft. Heavy Duty	78805	Mop Handle, Wood, 60 inch
78410	Liners, Pan, Quilon	78810	Mop Head, 16 oz., Cut End
78415	Liners, Pan,	78815	Mop Head, 16 oz., Cut End
78420	Liners, Pan, Silicon	78820	Mop Head, 24 oz., Cut End
78425	Liners, Trash Can, 33 Gallon, Black	78825	Oven Cleaner
78426	Liners, Trash Can, 33 Gallon, Black	78830	Oven Mitt , 15-17 inch
78430	Liners, Trash Can, 55 Gallon, Black	78835	Pan Handler/Grabber, 8 x 11 inches
78431	Liners, Trash Can, 55 Gallon, Black	78840	Scouring Pad, Heavy Duty, Green
78435	Liners, Trash Can, 60 Gallon, Black	78845	Scouring Pad, Antimicrobial
78436	Liners, Trash Can, 60 Gallon, Black	78850	Scouring Pad, Stainless Steel, Heavyweight
78440	Liners, Trash Can, 60 Gallon, Clear	78855	Scouring Pad, Steel Wool Soap
78442	Liners, Trash Can, 60 Gallon, Clear	78860	Thermometer Probé Wipes, Antibacterial
78630	Aprons, Disposable, Low Density	78865	Test Strip Tape, Chlorine
78635	Aprons, Fabric, Permanent Press	78870	Test Strips, Quaternary Ammonia
78640	Broom, Angle Heavy Duty	78875	Test Strips for Dishmachine, Hot Water, 170 F
78645	Broom, Corn with Wood Handle, Heavy Duty	78877	Thermometer, Digital with Cover
78650	Broom, Warehouse Heavy Duty, #3	78880	Thermometer, Pocket Test with Cover
78655	Bleach	78883	Thermometer, Holding
78660	Bottle, Spray, 3 Pack	78885	Thermometer, Refrigerator/Freezer, Hanging
78665	Cleaner, Degreaser, Heavy Duty	78890	Thermometer, Oven, Hanging
78670	Cleaner, Glass	78895	Toilet Paper, 2 Ply Rolls
78675	Cleaner, Floor, Neutral	78900	Towels, Cleaning, Medium Weight
78680	Cleaner, with Disinfectant Spray	78905	Towels, Cotton, Bar
78685	Cleaner, Pine	78910	Towel, Paper - C Fold, White
78695	Dishmachine, Delimer	78915	Towel, Paper - Hardwood
78700	Detergent, Laundry	78920	Towel, Paper - Brown Multifold
78705	Detergent, Liquid	78925	Towel, Paper, Singlefold, White
78710	Detergent, Powdered, Multipurpose	78930	Towel, Paper - White Perforated Roll
78745	Gloves, Poly, Loose Fit, Embossed, Medium	78935	Fork, Stainless Steel
78750	Gloves, Poly, Loose Fit, Embossed, Large	78940	Teaspoon, Stainless Steel
NON-TAXABLE		NON-TAXABLE	
78010	Bags, Paper, White (French Fry/Cookie)	78075	Bowl with Lip, Non-Laminated/Foam, 5 - 6 oz
78015	Bags, Plastic, Hot Dog Logo	78080	Bowl with Lip, Non- Laminated/Foam, 12 oz
78020	Bags, Plastic, Sandwich, Flip Lock, Full Saddle	78085	Bowl, Styrofoam, 4 oz (Squat style)
78030	Bags, Plastic, Sandwich, Zipper Top	78090	Bowl LID, Non-Vented for 4 oz. above
78035	Bags, Plastic, Pint, Zipless Top	78095	Bowl, Styrofoam, 5 oz (casserole style)
78040	Bags, Plastic, Cookie Logo	78100	Bowl, Styrofoam, 8 oz (casserole style)
78045	Bags, Cookie - Otis Spunk. Small Cookie	78105	Bowl, Styrofoam, 10 oz (casserole style)
78055	Bags, Food Storage, 18 x 24	78110	Bowl LID, Non-Vented for 5, 8, & 10 oz. above
78058	Bags, Food Storage, 7x 6.5	78115	Bowl, Styrofoam, 12 oz (casserole style)
78060	Bags, White Paper, #6	78120	Bowl LID, Clear, Non-Vented for 12 oz above
78061	Bags, Clear Plastic, 8" x 4" x 12"	78125	Bowl, Styrofoam, 6 oz (squat style)
78065	Bowl with Lip, Non- Laminated/Foam, 3.5 - 4 oz	78130	Bowl, Styrofoam, 8 oz (squat style)
78070	Bowl with Lip, Non- Laminated/Foam, 4-5 oz.	78135	Bowl, Styrofoam, 12 oz (squat style)
		78140	Bowl LID, Foam, Vented for 8 & 12 oz. Squat above

NON-TAXABLE		NON-TAXABLE	
78285	Cup, Portion, 5.5 oz., Plastic, Round	78320	Foil Wrap, Aluminum, 18" x 1000 ft. Standard Duty REVISED
78290	Cup LID for 5.5 oz. Plastic Portion Cup	78365	Spoon, Plastic, Bulk
78295	Film Wrap, Plastic, Perforated Sheets	78370	Spoon, Plastic, Individually Wrap
78300	Film Wrap, Plastic, 18"x 2000 ft.	78375	Spoon/Napkin Kit - Wrapped
78305	Film Wrap, Plastic, 24" x 2000 ft.	78380	Spoon/Napkin/Straw Kit - Wrapped
78310	Foil Sheets, Aluminum	78385	Soup Spoon, Plastic, 6 inch, Bulk
78325	Foil, Sandwich Wrap	78390	Soup Spoon/Napkin/Straw Kit - Wrapped
78330	Food Wrap, Wax Paper, 12" x 250'	78395	Spork, 6 inch, Plastic, Bulk
78335	Food Wrap, Deli, Dry Wax, White, Pop-Up Box	78400	Spork with Napkin, Wrapped
78340	Fork, Plastic, 6 inch, Bulk	78405	Spork, Napkin, Straw Kit - Wrapped
78345	Fork, Plastic, Wrapped	78445	Napkins, White, 7 x 13 Tall Fold
78350	Fork, Plastic, and Napkin, Wrapped	78450	Napkins, White, 6.5 x 13 Tall Fold
78355	Fork/Napkin/Straw Kit Wrapped	78455	Napkins, White, 6.5 x 10" for use w/Easy Nap Disp
78360	Knife, Plastic, 6 inch, Bulk	78458	Placemat, Paper, White, approximately 10" X 14"
78141	Bowl, Plastic, Black, Heat Resitant, 12 oz Tall	78460	Straws, 7.75" to 8", Jumbo, Wrapped
78141	Bowl Lid, Clear, Vented, for 12 oz Tall above	78465	Straws, Milk/Slim, Approx. 5 3/4 ", Wrapped
78143	Bowl, Plastic, Black, Heat Resitant, 16 oz	78470	Plate, White Foam, 6 inch, Non - Laminated
78144	Bowl Lid, Clear, Vented, for 16 oz bowl above	78475	Plate, White Foam, 7 inch, Non - Laminated
78145	Cup, Drink, Styrofoam, 6 oz	78480	Plate, White Foam, 9 inch, Non-Laminated
78150	LID Vented, White, for 6 oz. above	78485	Plate, White Foam, 9 in. Divided - 3 Section
78155	Cup, Drink, Styrofoam, 8 oz	78490	Plate, Black Foam, 9 in. Divided - 3 Section
78160	LID Vented, White, for 8 oz above	78495	Trays, Foam w/Hinged Lid, 3 Compartment
78165	Cup, Drink, Styrofoam, 12 oz TALL	78500	Trays, Foam w/Hinged Lid, 3 Compartment
78170	LID, Translu. w/Straw Slot for 12 oz. below	78505	Trays, Foam w/Hinged Lid, Lo Profile, 3 Compt.
78175	Cup, Drink, Styrofoam, 12 oz	78515	Trays, Food, Paper 1/4# (red plaid)
78180	Cup, Drink, Styrofoam, 14oz TALL	78525	Trays, Food, Paper, 1/2# (red plaid)
78185	Cup, Drink, Styrofoam, 14 oz REG	78530	Trays, Food, Paper, 1# (red plaid)
78190	LID, Translu. w/Straw Slot for 12 & 14 oz. above	78535	Trays, Food, Paper, 2# (red plaid)
78195	Cup, Drink, Styrofoam, 16 oz	78545	Trays, Food, Paper, 3# (red plaid)
78200	Cup, Drink, Styrofoam, 16 oz TALL	78547	Trays, Food, Paper, 5# (red plaid)
78205	Cup, Drink, Styrofoam, 20 oz TALL	78550	Tray, Plastic w/Hinged FLAT Lid, Clear, 1 Section
78210	LID, Translu. w/Straw Slot 14, 16 & 20 oz above	78555	Tray, Plastic w/Hinged Lid, Clear, 1 Section
78215	Cup, Drink, PLASTIC, Translucent, 12 oz.	78565	Tray, Plastic, Serving , Black Square
78220	Cup, Drink, PLASTIC, Clear, 12 oz.	78566	Tray, Plastic, Serving , Clear Square
78222	Cup, Drink, PLASTIC, Clear, 14 oz.	78568	LID for Tray, Plastic, Serving , Clear Square
78225	Cup, Drink, PLASTIC, Translucent, 14 oz.	78570	Tray, Plastic w/FLAT Lid, Clear, 24 oz., 1 Section
78230	Cup, Drink, PLASTIC, Translucent, 16 oz.	78575	Tray, Plastic w/ Hinged Lid, Clear, 1 Section
78235	Lids for Translucent 12-14 oz cup	78580	Tray, Plastic w/ Hinged Lid, Clear, 1 Section
78240	Lids for 12 oz Clear Cup	78582	Tray, Plastic w/ Hinged Lid, Clear, 3 Section
78242	Lids for 12 oz Clear Cup	78585	Tray, Breakfast/Snack, Foam
78245	Lids for Translucent 16 oz Cup	78590	Tray, Salad Entrée, Black Container w/Clear Lid
78250	Cup, Portion Cups, Paper, 2.4 oz.	78595	Tray, Lunch Styrofoam, 5 Section
78255	Cup, Portion, 1 oz. Plastic, Round	78600	Tray, Lunch Styrofoam, 6 Section
78260	LID for Portion, 1 oz. Plastic	78605	Tray, Lunch Styrofoam, 5 Section, HW
78265	Cup, Portion, 2 oz. Plastic, Round	78610	Tray, Lunch Molded Fiber, 5 Section
78270	Cup LID for 2 oz. Plastic	78615	Tray, Lunch Foam, 5 Section
78275	Cup, Portion, 4 oz., Plastic, Round	78620	Tray, Lunch Foam, 5 Section
78280	Cup LID for 4 oz. Plastic Portion Cup	78625	Tray, Lunch Foam, 6 Section

2018 - 2019 – New Bid Special Conditions

Name of School District or Co-Op: Error! Reference source not found.

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.

Delete text below as required and update Special Conditions as required by your School District by number or bullet below.

ALLEGHANY COUNTY SCHOOLS:

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only unless prior approval is given by the Director of School Nutrition
- Deliveries will be made between the hours of 6:00 am and 2:00
- Payment will be made at a minimum of once per month
- Prior Approval required for non-domestic produce items (Fresh)

ASHE COUNTY SCHOOLS:

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only unless prior approval is given by the Director of School Nutrition.
- Deliveries will be made between the hours of 6:00 am and 1:00 pm.
- Payment will be made at a minimum of once per month.
- Prior Approval required for non-domestic produce items (Fresh)

AVERY COUNTY SCHOOLS:

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only
- Deliveries will be made between the hours of 6:30 am and 2:00 pm
- Payment will be made at a minimum of once per month
- Prior Approval required for non-domestic produce items (Fresh)

WATAUGA COUNTY SCHOOLS:

- Deliveries will be made to individual schools at a minimum of once per week.
- Deliveries will be made Monday thru Friday only unless prior approval is given by the Director of School Nutrition
- Deliveries will be made between the hours of 6:00 am and 2:00 pm with the exclusion of Blowing Rock School which cannot accept deliveries until after 7:00am per town ordinance
- Payment will be made at a minimum of once per month
- Prior Approval required for non-domestic produce items (Fresh)

2018 - 2019 - New Bid Special Conditions

DISTRIBUTOR AGREEMENT/COMMENTS TO SPECIAL CONDITIONS

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

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

Name of Distributor Representative

Signature of Distributor Authorized To Sign Bid

Title of Distributor Representative
Comments:

Date _____