

# 2018 – 2019 OFFICIAL IFB/CONTRACT – ICE CREAM

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**Mountain Co-Op (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)**  
**April 17th, 2018**  
**MPC-2018 – 2019 (Ice Cream)**

*This invitation is issued to Vendors with interest in bidding a NEW CONTRACT for the procurement and delivery of Ice Cream Products as listed in this contract for federally-funded Child Nutrition programs operating in our member school districts. 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 CONTACTS**

**Name: Monica C. Bolick, Director of School Nutrition, Watauga County Schools**  
**E-Mail: bolickm@wataugaschools.org**  
**Phone: (828)263-1718**

**OR**

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

**INVITATION TO VENDORS**  
**BID OPENING DATE AND TIME: MAY 7, 2018 – 10:00 a.m.**  
**Watauga County Schools Facilities Maintenance Building**  
**251 Pioneer Trail**  
**Boone, NC 28607**

**BID OPENING DATE** Monday, May 7, 2018      **TIME OF BID OPENING:** 10:00 a.m.

**LOCATION:**                      **Watauga County Schools, Facilities Maintenance Building**  
**251 Pioneer Trail, Boone, NC 28607**

## **VENDORS SUBMITTING IFB/CONTRACT BIDS:**

- Information needed to complete this bid is in the attached documents.
- BID Opening attendance is **optional** for Vendors. Vendors not attending the official bid opening may mail sealed Bids in advance to:

**Mailing Envelope:**                      Monica C. Bolick, Director of School Nutrition  
  C/O Watauga County Schools  
  175 Pioneer Trail  
  Boone, NC 28607

Bids mailed must be received by **Monday, May 7, 2018 at 10:00AM**. 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. Vendors who wish not to bid should send a written "decline to bid" letter to the attention of the above named School Nutrition Director no later than **Thursday, May 3, 2018**.

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### **BID OPENING PROCEDURES:**

- Required bid signatures and evidence of contract language changes are reviewed by the Mountain Purchasing Cooperative representatives at the bid opening. These are non – negotiable contract requirements and will result in immediate bid disqualification.
- A School District representative may choose not to attend the bid opening or to appoint a designee to receive and open bids on their behalf.
- **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.

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

- Vendor bid tabulations for line items are reviewed, corrected and **Bid Total is verified** by the Cooperative or member school district.
- **Local School District approval** for the bid contract is received by each member school district BOE for the Awarded Vendor.
- **Final Official Notification** of bid award is the issuance of a **Purchase Order** to the Awarded Vendor.

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# Ice Cream Products

## IFB/CONTRACT



### Terms and Conditions

Mountain Purchasing Cooperative  
(Alleghany, Ashe, Avery, Watauga &  
Wilkes County Schools)

**Contract Period: July 1, 2018 – June 30, 2019**

#### 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](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](mailto: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.

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- 1.0 LEGAL AFFILIATION, MISSION, GOAL AND FEDERAL COMPLIANCE
  - 2.0 GENERAL PROVISIONS OF THE IFB/CONTRACT
  - 3.0 SCHOOL DISTRICT IFB – CONTRACT DECLARATIONS AND PROFILE
  - 4.0 VENDOR MINIMUM QUALIFICATIONS
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  - 9.0 IFB – CONTRACT DEFINITIONS
  - 10.0 PRODUCT QUALITY, PRODUCT SPECIFICATIONS AND RECOURSE FOR MISREPRESENTATION
  - 11.0 ESTIMATED QUANTITIES AND DISTRICT INFORMATION AFFECTING PURCHASES
  - 12.0 TIE BID, BID ERRORS, BID REJECTION AND USE OF PIGGYBACK CLAUSE
  - 13.0 PRELIMINARY VENDOR BID AWARD
  - 14.0 ADDITIONAL PRODUCTS AND OPTIONAL ITEMS
  - 15.0 SUBSTITUTION AND DISCONTINUED PRODUCT REQUIREMENTS
  - 16.0 OVER AND UNDERCHARGES
  - 17.0 TRANSMITTAL OF DELIVERY ORDERS
  - 18.0 BILLING AND PAYMENT REQUIREMENTS
  - 19.0 SITE DELIVERIES
  - 20.0 WAREHOUSING REQUIREMENTS
  - 21.0 OPTION FOR CONTRACT RENEWAL AND PROCEDURES
  - 22.0 BID RENEWAL PROCEDURES
  - 23.0 PRODUCT USAGE REPORTS FROM VENDOR
  - 24.0 RECORDS RETENTION REQUIREMENTS
  - 25.0 ASSURANCE OF NON-COLLUSION
  - 26.0 ASSURANCES REGARDING LEGAL AND ETHICAL MATTERS *(revised April 2016)*
  - 27.0 REMEDIES FOR VENDOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT
  - 28.0 FORCE MAJEURE PROCEDURES
  - 29.0 WAIVER
  - 30.0 RIGHT TO ASSURANCE
  - 31.0 REGULATORY COMPLIANCE

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## **VENDOR REQUIRED BID ATTACHMENTS (SIGNED ATTACHMENTS REQUIRED)**

ATTACHMENT A – BRAND & NUTRITION LABELS

ATTACHMENT B – HACCP SUMMARY

ATTACHMENT C – EVIDENCE OF REQUIRED INSURANCE

ATTACHMENT D – LUNSFORD ACT COMPLIANCE

ATTACHMENT E – FOOD RECALL POLICY/PROCEDURES

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 – VENDOR CONTACT INFORMATION – ROUTE DRIVERS & SUPERVISORS

### **ADDITIONAL BID ATTACHMENTS:**

- SCHOOL DISTRICT PROFILE
- SCHOOL DISTRICT SPECIAL CONDITIONS (OPTIONAL)
- TAXED AND NON-TAXED ITEM LISTS
- USDA SMART SNACKS REQUIREMENTS
- OFFICIAL BID SPREADSHEET

## **1.0 LEGAL AFFILIATION, MISSION, GOAL AND FEDERAL COMPLIANCE**

- 1.1 LEGAL AFFILIATION:** Mountain Cooperative 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 Vendors in the procurement of high quality foods for students at the most reasonable cost.
- 1.2 MISSION:** School Districts are a voluntary participant in the **Mountain Purchasing Cooperative** and has 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 Mountain Purchasing Cooperative is to work together to consolidate bid products which will provide benefits that are measurable, cost - effective, and ethically applied. Purchase estimates of the membership districts are expected to enhance the purchasing power of this contract. Estimated quantities are not a guarantee of usage and the Mountain Purchasing Cooperative or member school district is not required to purchase product based on estimates.
- 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.

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## 2.0 GENERAL PROVISIONS OF THIS IFB – CONTRACT

- 2.1 THIS SOLICITATION IS INTENDED TO PROMOTE COMPETITION.** If the language, specifications, terms, and conditions, or any combination thereof, restricts or limits the requirements in this solicitation to a sole source; it is the responsibility of the interested vendor to notify Monica C. Bolick, in writing via e-mail, at [bolickm@wataugaschools.org](mailto:bolickm@wataugaschools.org) no more than **five (5) working days** after the date the IFB/CONTRACT is issued by the Cooperative. The solicitation may, or may not, be changed, but a review of such notification will be made prior to the award of a Contract.
- 2.2 ADVERTISEMENT OF BID:** As required by the NC State Division of Purchase and Contract, solicitation for this IFB/Contract Bid has been advertised in the *Charlotte Observer* a minimum of ten (10) days in advance of the bid opening. Additionally, the IFB has been advertised on each district website for a minimum of ten (10) days in advance of the bid opening.
- 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 vendor known to have received the initial IFB/Contract. Addenda may be issued from the Cooperative or the local school district within ten (10) calendar days prior to the bid opening date. However, before submitting an IFB/Contract, it shall be the responsibility of each vendor to determine whether additional addenda were issued. **INQUIRIES** concerning interpretation or additional clarification or additional information pertaining to this IFB must be made in writing (electronic accepted) on behalf of the Mountain Purchasing Cooperative and the Member School Districts within nine (9) calendar days prior to the bid opening date. For inquiries contact Monica Bolick – [bolickm@wataugaschools.org](mailto:bolickm@wataugaschools.org).
- 2.4 COST PRICING BY ITEM:** The Cooperative will solicit the BEST “COST” PRICING BY ITEM BID - for the longest lock in period when negotiating contract pricing for the items solicited on the behalf of the Mountain Purchasing Cooperative. Line items to be bid at the best cost are specified on the product official bid spreadsheet included with this packet.
- 2.5 PRODUCT REMOVAL:** The Mountain Purchasing Cooperative reserves the right to remove a pre-approved product from the bid at any time for cause. Removal may occur for the following reasons:
- (1) Product was reformulated and no longer meets the specification
  - (2) Product quality complaints documented by member districts
  - (3) Manufacturer or Supplier failure to deliver product in a timely manner in sufficient quantity to meet NCPA member district needs
  - (4) Manufacturer or Supplier default of contract with the Mountain Purchasing Cooperative or any an member school district
  - (5) Lack of sufficient usage of a line item

## 3.0 SCHOOL DISTRICT IFB – CONTRACT DECLARATIONS AND PROFILE

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes) 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 **Vendor**, defined as a company that is offering to provide the services of ordering, warehousing and delivery of food and supplies for use in the School District’s Child Nutrition Program. **School District** may refer to a single school district, or a combined group of School Districts in a named Co-Op group.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes) reserves the right, at any time after opening and prior to award, to request from any Vendor clarification of processes or procedures, address technical questions, items bid, or to seek other information regarding the Vendor’s bid offer. This process may be used for such purposes as providing an opportunity for the Vendor to clarify their bid, to assure mutual understanding and/or aid in determinations of responsiveness, or responsibility, of the Vendor.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes) reserves the right to exclude individual bid items, and use alternate local district bid documents and approved methods to award those specific items.

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

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes) reserves the right to add written **SPECIAL CONDITION(s)** to this IFB which details conditions that are specific to the individual 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 Vendor'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 Vendor **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 Vendors announcing the change a minimum of seven (7) working days prior to the IFB/Contract due date.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes) requires the Vendor 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 & Wilkes) . Failure or omission of the Vendor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this Contract and may be grounds for disqualification.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes) requires The Local School District issue the approved and appropriately signed **BOE Approved Bid Award communication (can be electronic)** to the Awarded Vendor and the issue of a local **Purchase Order** to the Vendor as the **Final Bid Award**.

Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes) 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, average daily participation in the Summer Food Service Program, Seamless Summer Option or other meal program. The profile is found in the Attachments section of the IFB/Contract. The School District will provide the awarded Vendor the School Calendar, Menus and Usage once the contract has been awarded.

#### **4.0 VENDOR MINIMUM QUALIFICATIONS**

- 4.1** The Vendor 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. Vendor shall provide documentation of applicable license, certification, commercial experience, storage and delivery equipment and/or letters of current customer and supplier reference upon request of the School District for qualification to furnish products and services in accordance the terms and conditions of this IFB. The School District reserves the right to make the final determination as to the Vendor's ability to provide the products and services requested herein.

#### **5.0 VENDOR INSURANCE REQUIREMENTS**

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- 5.1 The Vendor awarded the Contract shall maintain all necessary insurance for the period during which purchases are made, including Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance. The Vendor must provide **Evidence of Insurance** in that it currently has, and agrees to purchase and maintain, during its performance under this Contract, from one or more insurance companies authorized to do business in the State of North Carolina. In addition, the School District Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies.
  - 5.2 **Certificates of such Insurance** shall be furnished by Provider to the School District Contact and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract. **ATTACHMENT C** - provide summary and mail certificates to school district.
  - 5.3 **Commercial General Liability** – Vendor shall maintain Commercial General Liability insurance that shall protect the Vendor from claims of bodily injury or property damage which arise from performance under this Contract in the amount of \$1,000,000 each occurrence and Personal & Advertising Injury \$1,000,000 each occurrence with \$2,000,000 General Aggregate.
  - 5.4 **Vehicle Bodily Injury and Property Damage** - The Vendor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.
  - 5.5 **Worker's Compensation** - The Vendor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employer's liability insurance of all employees participating in the provision of services under this contract.
  - 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 VENDOR PERSONNEL REQUIREMENTS

- 6.1 The Vendor'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 Vendor'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 Vendor is considered a violation of Section 247A (e) of the Immigration Reform and Control Act of 1986. If the Vendor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the Contract.
- 6.4 **LUNSFORD ACT.** The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly 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 D**.

## 7.0 VENDOR 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 VENDOR BID PRODUCT SPREADSHEET A NEW OR RENEWAL BID.**



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**(2) ANY CHANGE TO THE IFB/CONTRACT LANGUAGE BY THE VENDOR**

- 7.2 BUY AMERICAN POLICY OF THE COOPERATIVE:** All foreign brand product bid by the Vendor will be tested for quality and meeting bid specification prior to purchase by the Vendor for delivery to the School District. School Districts may request No Foreign Products in the Special Conditions section of the IFB/Contract.
- 7.3 BUY AMERICAN PROVISION AND COUNTRY OF ORIGIN:** The Vendor 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.
- 7.3.1 POLICY FOR BIDDING NON – DOMESTIC ITEMS:** To provide Vendors a procedure when product availability is low, or significantly higher than non – domestic, the following guidance is provided: **U.S grown and packed food items or ingredients are preferred.** But, if cost of the U.S. product exceeds a **10% per case increase over the foreign product and the foreign product meets The School District quality specifications**, the foreign product may be bid. The country (countries) of origin (source) must be provided for **all items**. All foreign brand product bid by the Vendor will be tested for quality and meeting bid specifications prior to purchase by the Vendor for delivery to the School District. School Districts may request No Foreign Products in Special Conditions Section of the IFB Contract.
- 7.3.2** All non – domestic product bid is required to meet USDA Food Safety, Recall requirements, and specifications of the bid.
- 7.3.3** The USDA **Buy American Provision** requires the Country, or Countries of Origin, of ALL Non-Domestic food purchased from the Vendor be **approved in advance** by the School District CN Administrator. Changes to a products Country of Origin, not specified on the bid document, requires notification and written approval, in advance of delivery, of the product to the School District.
- 7.4 MULTIPLE FLAVORS AND VARIETIES FOR A SINGLE LINE ITEM:** **ONE PRICE** is required for all flavors or varieties of the item the Vendor will stock. The Vendor and School District must communicate after the award as to flavors and volume to be stocked. **Multiple pricing per line item is not allowed.**
- 7.5 NON – STOCKS - School District(s) will review Non - Stock items with the Vendor prior to the final bid award** to determine items required for their District, quantities intended and optional items available. This method is applicable for “NS” line items and “NS” flavors within a line item when multiple flavors are available. The school district will not be responsible for more than a 60 - day average usage, or the remainder of the minimum shipment, after notification to the Vendor the product will no longer be needed or ordered.
- 7.6 SPECIAL ORDERS:** The School District is responsible for purchasing all inventory of a Special Order made on their behalf. The Vendor may, but is not obligated, to store School District inventory from a Special Order for weekly delivery.

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- 7.7 **PRICE FOR EACH PRODUCT:** A cost price for one (1) pre-approved product is required for each bid specification identified for Vendor pricing in the bid spreadsheet. If a “0” quantity is shown in the Estimated Usage column, the Vendor is still to provide a bid price for the bid specification.

## 8.0 VENDOR BID AWARD METHOD

- 8.1 **Product award method is: BOTTOM LINE - FIXED PRICING** where award is to the Vendor with the lowest bottom line price from the bid spreadsheet and verified by the School District.
- 8.2 The unit price is to be provided as indicated on the official bid spreadsheet. Formulas will compute pack size variance and cost per serving where applicable and as needed.

## 9.0 IFB - CONTRACT DEFINITIONS

- 9.1 **ACCURACY OF PRICING:** The accuracy of all unit prices, fixed - fees and statements contained in this Bid is the responsibility of the Vendor, and no change or cancellation may be made except as provided in this IFB/Contract.
- 9.2 **BILL BACKS:** Per **USDA Regulation 210.21**, manufacturer cash discounts, label allowances, group allowances, and any such promotion shall go to the benefit of the School District. Any documentation pertaining to such discounts, bill backs or allowances, will be provided to the Mountain Purchasing Cooperative.
- 9.3 **BRAND AND NUTRITION LABELS:** The Vendor shall provide documentation of **Brand and Nutrition Labels** indicating product branding and nutritional value associated with all labels that may be used in this Contract. **(ATTACHMENT A) These labels should be Child Nutrition specific when available, indicating product contribution to the USDA Child Nutrition Meal Pattern.**
- 9.4 **BUY AMERICAN CERTIFICATION –** Certification required to be provided for all Vendor bid food product specifications to meet USDA Buy American requirement. Documentation should certify the products were both processed in the U.S. and contain over 51% of its agricultural food component, by weight or volume, from the U.S.
- 9.5 **COMMUNICATION:** The awarded Vendor shall communicate continuously via electronic messaging with the School District customer concerning product orders, product movement levels, substitutions, inventory, manufacturer shortages, etc.
- 9.6 **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.
- 9.7 **VENDOR FACILITIES:** The warehouse facilities and delivery vehicles shall be clean, be free of insects and rodents, and meet all federal and state regulations for storing and delivery of dry, chilled, and frozen food products.
- 9.8 **HACCP:** All Vendors submitting bids must provide a current **Hazard Analysis Critical Control Point Summary (HACCP)** describing the Vendor's on – site food sanitation and safety practices meeting federal regulation. The awarded bidder must maintain a current HACCP plan through the duration of this contract. **(ATTACHMENT B)**
- 9.9 **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**

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circumstances and effective dates is required from the Vendor to the Mountain Purchasing Cooperative and each individual school district for documentation of the issue.

- 9.10 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"). Vendor may receive and retain earned income, defined as income and profit earned by the vendor for work or services performed by the vendor and/or consistent with industry standards. Some examples of earned income include but are not limited to, freight management, procurement leverage, consolidated warehousing, quality assurance, performance-based product marketing, and management of competitive conditions. The total bid price is not adjusted for earned income.
- 9.11 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 Vendor 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 Vendor's return policy becomes effective for credit. Agricultural products which are grown, canned or packed outside of the United States may be accepted by the school district (in writing) with proof from manufacturer that poor Market conditions exist (weather, and/or supply availability of market); this requirement applies to all items.
- 9.12 ON – SITE INSPECTIONS:** The Mountain Purchasing Cooperative member School Districts reserve the right to request of the Vendor documentation, on-site inspections of facilities, delivery vehicles and records at any time during the Contract period.
- 9.13 PRIVATE LABEL PRODUCT SPECIFICATIONS:** Provide the School District **private label** product specification documentation **bid directly by the Vendor** including nutritional analysis, ingredients, allergens and country of origin information **prior to June 1** of the contract year. This data must be provided in digital format separately for each product. Private label substitutions or changes must be provided to customers in advance. Manufacturer signed Buy American documentation for private label products is required as of January 2018. The manufacturer may provide a letter or use the Buy American Certification provided.
- 9.14 PRODUCT RECALL:** The Vendor awarded the Contract shall be expected to voluntarily comply with all Federal, State and local mandates regarding the **Identification and Recall** of foods from the commercial and consumer marketplace. The Vendor shall have a process in place to immediately respond to a manufacturer food recall; the process must include accurate and timely communications to the School District and The Mountain Purchasing Cooperative and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner. The Vendor is responsible for any consequences arising from the failure to make immediate notification. A one-page summary of the **Vendor's Food Recall Policy/Procedures** is required to be submitted with the Bid in ATTACHMENT E.
- 9.15 PROTEST PROCEDURE:** Protests by the Vendor must be submitted in writing, with supporting documentation, to the Mountain Purchasing Cooperative within **five working days** after bid award. Protests should be made to the School District.

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

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

**9.18 VALUE ADDED OPTIONS AND SERVICES:** Value Added Options and Services including, but not limited to product merchandisers and other purchasing incentives will be considered as a factor in evaluating the award of this Bid. Any value added options should be included in a separate envelope from the bid packet and marked as "VALUE ADDED OPTIONS" along with vendor name.

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

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

**10.2** Any change to a Vendor brand and code product specifications shall be provided to the School District immediately by the Vendor. In addition: changes to a product specification, due to substitution or other reason, must be available to the school district for prior approval to the Vendor a minimum of 24 hours before delivery.

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

## **11.0 ESTIMATED QUANTITIES AND DISTRICT INFORMATION AFFECTING PURCHASES**

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

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

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

- Documented evidence of unresolved service issues with a Vendor.
- Vendor is certified as Small Business/Minority Business/Women Owned Business.
- All else being equal, by coin toss by the School District with tie Vendor present.

**12.2 REJECTION:** The Mountain Purchasing Cooperative reserves the right to reject any, and all Bids, or any parts thereof, and request resubmission of bids from all vendors as deemed in the best interest of the Mountain Purchasing Cooperative.

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

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

### **13.0 PRELIMINARY VENDOR BID AWARD**

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

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

### **14.0 ADDITIONAL PRODUCTS AND OPTIONAL ITEMS**

**14.1** Under the terms of this agreement, the School District may purchase products that are not specified on the bid specifications. The intentions of these purchases are for small quantities of products used for catering and other school functions.

### **15.0 SUBSTITUTION AND DISCONTINUED PRODUCT REQUIREMENTS**

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

**15.2** Any Vendor substitution that is not pre-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 Vendor substitution.

**15.3** To facilitate delivery schedules and provide appropriate substitutions in out - of stock situations for accommodation of students with food allergies, the awarded vendor **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 Vendor may substitute pre-approved brands within a specification without supplying product specifications, but **24 HOURS ADVANCE** notification of substitution is still required. The Vendor and/or manufacturer are responsible for any damages to customers due to unidentified allergens from products substituted for brands pre-approved by this Contract.

**15.4** Any substitution for a bid specification product brought in by the Vendor to alleviate **out of stock** situations, due to buyer or other vendor 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 per case as the original product. The

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invoiced price for a substituted product is to be adjusted to the **current bid price at delivery** to avoid incorrect billing. Substituted products must be approved by the School District.

- 15.5** The fact that a substitute is being made shall be clearly stated on the invoice, or provided on a separate invoice. If a School District employee signs the invoice for a non-approved product, it may be refused and picked up within seven (7) days by the Vendor. Frozen products are not included in this provision and the School District and Vendor must discuss/agree on the policy regarding non-approved frozen food return in regard to Vendor's HACCP policy.
- 15.6** 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.
- 15.7** 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 Vendor shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount, which would have been paid, had the product been delivered. The Vendor shall have no basis to complain that a substituted product purchased could have been purchased at a lower price and the difference in cost (with documentation) will be subtracted from the amount due the Vendor.
- 15.8** If a pre-approved bid product on the bid sheet is discontinued by the manufacturer, the Vendor shall immediately notify School District customers to recommend a comparable replacement product. It is the decision of the local School District to accept or decline a replacement product.

## **16.0 OVER OR UNDERCHARGES**

- 16.1** **Over or undercharges** that reveal a Vendor has either overcharged or undercharged the School District will be treated as follows:

**Overcharges:** Whenever an invoice reveals the price of a product, delivered to the School District is more 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 overcharge 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 reveals that the price of a product, delivered to the School District, 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 vendor not honoring pricing quoted on a product for the costing period, it is the Vendor's responsibility to request a price increase for that product using procedures outlined in the Force Majeure section of this IFB.

## **17.0 TRANSMITTAL OF DELIVERY ORDERS**

- 17.1** Orders will be submitted to the Vendor awarded the Contract by the School District on a schedule and by a method that is mutually agreeable to both parties. The School District prefers the shortest lead time possible in order to minimize inventory levels at schools. Order requirements not covered in this section should be listed in Special Conditions.
- 17.2** Orders may be transmitted electronically or by fax/phone as mutually agreed upon by the Vendor awarded the Contract and the School District. If Internet-based, electronic ordering systems are used, the Vendor will provide training on use of their ordering system to necessary School District personnel.
- 17.3** The Vendor 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 and screen delivered orders for shortages, errors, and pricing mistakes.

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## 18.0 BILLING AND PAYMENT REQUIREMENTS

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

**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.

- 18.2 The Mountain Purchasing Cooperative has been formed to streamline processes (one bid document, replacing individual documents) and combination of menu items/quantities for increased volume. 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 Vendor and the individual School District receiving the products.
- 18.3 The Vendor awarded the Contract shall issue credit memorandums for returned/picked up items within ten (10) **working days** from the request to do so. Failure to issue credit memorandums in a timely basis shall constitute grounds for withholding payments.
- 18.4 Taxable items shall be invoiced separately and shall be billed on a separate statement or products shall be identified as non-taxable. The current year **SUPPLY ITEM TAXABLE – NON – TAXABLE LIST** must be utilized by the Vendor. This list may be updated as supply items are added/deleted from the list. Out-of-state Vendors 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 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.*

## 19.0 SITE DELIVERIES

- 19.1 Deliveries shall be made to schools on a regular schedule between hours that are mutually agreed upon by the Child Nutrition Director and Vendor in a meeting after award of the Contract. Any deviation of the Vendor from the schedule will require notification of the Child Nutrition Director, or designee.
- 19.2 Only one (1) Vendor 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 Vendor on reduced delivery schedules, but are under no obligation to accept less than one delivery per school site per week.

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- 19.3 Delivery schedules shall be submitted by the Vendor 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 Vendor changing delivery routes for safety concerns.
- 19.4 The Vendor shall be notified by the School District in advance of holidays, student vacation and teacher work days so that arrangements can be made for deliveries as approved by the Child Nutrition Director. The School District shall provide the Vendor the school calendar. The School District will make efforts to provide advance notification to the Vendor in the event of weather related closings.
- 19.5 Each Vendor 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.
- 19.6 Vendor 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.
- 19.7 If a product is omitted from an order by the Vendor, 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.
- 19.8 Vendor drivers and helpers shall request the authorized school cafeteria manager, or the approved designee, to verify the accuracy of quantities of each item, brand and code numbers of each items and condition of merchandise from a delivery ticket. A designated school receiver shall confirm each delivery ticket. Variations from the norm i.e., shortages, damages, etc., shall be noted on each ticket by the designated school receiver and initialed by both the truck driver and school receiver. The Vendor shall not be required to issue credits for errors not detected at time of delivery, except for hidden damage or failure to meet specification.
- 19.9 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.

## 20.0 WAREHOUSING REQUIREMENTS

- 20.1 The Vendor 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 Vendor 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, or not hard frozen in the case of frozen products, will be returned for full credit.

## 21.0 OPTION FOR CONTRACT RENEWAL AND PROCEDURES

- 21.1 Unless this Contract is renewed beyond the expiration of the Contract, this Contract shall terminate June 30 of each contract year. The School District reserves the right to seek agreement of the Vendor to renew the Firm Price of the original bid award for a period not to exceed four (4) additional terms of one (1) year each at the same or lower rate. No changes that would substantially change the original IFB/Contract agreement or Special Conditions of the agreement may be extended in a bid renewal year.



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## 22.0 BID RENEWAL PROCEDURES

- 22.1 The verbal Contract Renewal Process will be initiated by the Mountain Purchasing Cooperative or the Vendor in February of each year.
- 22.2 Escalation and/or de-escalation of prices will be permitted effective July 1 of each year with written mutual consent of the vendor and Mountain Purchasing Cooperative. Documentation to justify price increases is required prior to renewal of the contract.
- 22.3 After renewal approval, the School District will return a signed copy of a **Bid Renewal Agreement and Special Conditions Agreement**, to the Vendor.
- 22. The School District completed Purchase Order to the Vendor is the final approval of the Renewal Agreement.

## 23.0 PRODUCT USAGE REPORTS FROM VENDOR

- 23.1 The Vendor 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.

## 24.0 RECORDS RETENTION REQUIREMENTS

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

## 25.0 ASSURANCE OF NON-COLLUSION

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

- 25.1 Neither the Vendor nor any business entity represented by the Vendor has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this IFB/Contract.
- 25.2 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 Vendor with respect to this IFB/Contract.
- 25.3 The Vendor has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer, confer, or agree to confer any benefit or anything of value to any person or entity related to the School District or any of its members in connection with any information or submission related to this bid, any recommendations, decisions, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid,
- 25.4 Neither the Vendor, nor any business entity represented by the bidder, nor anyone acting for such business entity has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another Vendor, competitor, or potential competitor prior to the opening of bids.
- 25.5 No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

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

**26.1** By signing this bid, the Vendor assures that: he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity, the Vendor has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response, the bid submitted conforms to all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this 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.

**26.2** The offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the Vendor will comply with any reasonable request from the SCHOOL DISTRICT to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards, 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 vendor and Mountain Purchasing Cooperative members."

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

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## 27.0 REMEDIES FOR VENDOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT

- 27.1 If the Vendor 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 vendors delay in the above will constitute the vendor's material breach of contract, whereupon the Mountain Purchasing Cooperative or member school district may terminate the vendor's contract for cause as provided by the remainder of this section.
- 27.2 Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the bid, this Contract shall terminate upon the expiration of the contract term.
- 27.3 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 Mountain Purchasing Cooperative or member 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.
- 27.4 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.
- 27.5 Notwithstanding anything contained in this section, in the event of documented and persistent breaches of any provisions in this contract by the Vendor, which are not addressed and rectified in a timely manner, the Mountain Purchasing Cooperative or member 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 districts.

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

- the Vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this IFB,
- the Vendor delivering any product(s) that fail to meet the Item Specifications included in this IFB relating to the awarded product(s),
- the Vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the MEMBER SCHOOL DISTRICT,
- the Vendor's failure to provide timely, accurate billing and credits to the MEMBER SCHOOL DISTRICT,
- the Vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- the Vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy. Including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the Member School District elects to purchase other products from other sources, the Member School District will invoice the for any increased costs to the Member School District and the Vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.
- In the event the the Mountain Purchasing Cooperative or member school district terminates this Contract, in whole or in part, for any reason provided for within the contract, the Member 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 MEMBER 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 the defaulting Vendor. In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

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## **28.0 FORCE MAJEURE PROCEDURES**

- 28.1** The party seeking relief due to Force Majeure will be required to promptly notify the Mountain Purchasing Cooperative using a **Force Majeure Request**, citing the details of the Force Majeure event, including adequate market documentation, and request approval of the Force Majeure. The Request is to be sent to each member school district Director. If approved, the Vendor will be notified via a signed Force Majeure Request Form, which is approved by all member School Districts.
- 28.2** The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the Vendor's industry equally and are not actions taken solely against the Awarded Vendor, acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.
- 28.3** 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.
- 28.4** Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be excused 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.
- 28.5** The Mountain Purchasing Cooperative and member school districts will not be responsible for any costs incurred by the Vendor because of the Force Majeure event unless the Mountain Purchasing Cooperative and member districts have agreed in writing to incur such additional costs.
- 28.6** Notwithstanding any other provision of this section, in the event the Vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the Mountain Purchasing Cooperative and member school districts 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 MEMBER SCHOOL DISTRICT's rights as provided elsewhere in this contract.

## **29.0 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.

## **30.0 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.

## **31.0 REGULATORY COMPLIANCE**

- 31.1** The Vendor and MEMBER SCHOOL DISTRICT mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
- 31.2** The Vendor agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L 165).

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- 31.3 The Vendor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- 31.4 The Vendor shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- 31.5 The Vendor shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
- 31.6 The Vendor shall comply with the provisions of the Consumer Product Safety Act.
- 31.7 The Vendor shall provide notification of **HUB Certification. (ATTACHMENT F)**
- 31.8 The Vendor 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.
- 31.9 The Vendor shall provide notification of **Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions (ATTACHMENT H)**
- 31.10 The Vendor shall abide by all APPLICABLE State and Federal laws and policies of the State Board of Education when providing services under this Contract.
- 31.11 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).<sup>\*</sup> 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.)**

# Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

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ATTACHMENT A

## BRAND, INGREDIENT, AND NUTRITION LABELS

Provide sample labels for each product identified on the bid as well as the Alliance for a Healthier Generation Smart Snacks Product Calculator Results

\_\_\_\_\_  
Company Name (Type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Authorized Representative Name

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

# Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

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## ATTACHMENT B

### HACCP SUMMARY

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

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

\_\_\_\_\_  
Name of Vendor Representative

\_\_\_\_\_  
Title of Vendor Representative

\_\_\_\_\_  
Signature of Vendor Authorized to Sign Bid

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

# Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

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## ATTACHMENT C

### EVIDENCE OF INSURANCE

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

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

\_\_\_\_\_  
Name of Vendor Representative

\_\_\_\_\_  
Title of Vendor Representative

\_\_\_\_\_  
Signature of Vendor Authorized to Sign Bid

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN SEALED BID PACKET**



# Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

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## ATTACHMENT D

### 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 Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on Mountain Purchasing Cooperative property or at Mountain Purchasing Cooperative events. The Vendor 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. Vendor 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. Mountain Purchasing Cooperative reserves the right to prohibit any individual employee of Vendor from providing services on Mountain Purchasing Cooperative property or at Mountain Purchasing Cooperative events if Mountain Purchasing Cooperative 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

\_\_\_\_\_  
Name of Vendor Representative

\_\_\_\_\_  
Title of Vendor Representative

\_\_\_\_\_  
Signature of Vendor Authorized to Sign Bid

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

# Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

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## ATTACHMENT E

### VENDOR'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

\_\_\_\_\_  
Name of Vendor Representative

\_\_\_\_\_  
Title of Vendor Representative

\_\_\_\_\_  
Signature of Vendor Authorized to Sign Bid

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

# Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

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## 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

\_\_\_\_\_  
Name of Vendor Representative

\_\_\_\_\_  
Title of Vendor Representative

\_\_\_\_\_  
Signature of Vendor Authorized to Sign Bid

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

# Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

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## 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

\_\_\_\_\_  
Name of Vendor Representative

\_\_\_\_\_  
Title of Vendor Representative

\_\_\_\_\_  
Signature of Vendor Authorized to Sign Bid

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**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 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

\_\_\_\_\_  
Name of Vendor Representative

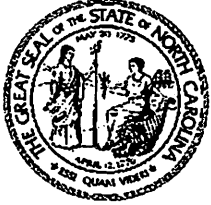
\_\_\_\_\_  
Signature of Vendor Authorized to Sign Bid

\_\_\_\_\_  
Date

**Instructions for Certification**

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

# Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS



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

JANET COWELL  
TREASURER

GREGORY C. GASKINS  
DEPUTY TREASURER

## ATTACHMENT I

### Memorandum # 2016-10

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

FROM: Sharon Edmundson, Director, Fiscal Management Section

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

DATE: February 17, 2016

The North Carolina Department of State Treasurer is providing this letter to Local Government Units to explain new contracting and procurement compliance obligations created by the Iran Divestment Act of 2015 (N.C.G.S. 143C-6A-1 to 6A-9).<sup>\*</sup> 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<sup>\*\*</sup> 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.

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

<sup>\*\*</sup> 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](http://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](http://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.

# Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

## 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).)

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 Folwell at [dale.folwell@nctreasurer.com](mailto:dale.folwell@nctreasurer.com) or 919-814-4289.

Name of Vendor or Bidder: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Signature Vendor Required

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

### Notes to persons signing this form:

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

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

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

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) and will be updated every 180 days.

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

# Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

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## Attachment J

### VENDOR CONTACT INFORMATION-ROUTE DRIVERS & SUPERVISORS

Contact information for Route drivers and Supervisors to resolve any issues that may arise throughout the bid period listed by district:

**Ashe: Route Driver:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_

**Alleghany: Route Driver:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_

**Avery: Route Driver:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_

**Watauga: Route Driver:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_

**Wilkes: Route Driver:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_

**RETURN THIS DOCUMENT IN SEALED BID PACKET**



## DISTRICT PROFILE - Mountain Purchasing Cooperative SCHOOL DISTRICT MEMBER LIST

**Name:** Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)

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
<b>ALLEGHANY COUNTY SCHOOLS</b>	<b>ADM TOTAL FOR DISTICT: 1,485</b>					
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
<b>ASHE COUNTY SCHOOLS</b>	<b>ADM TOTAL FOR DISTICT: 3,198</b>		<b>Average Brk'fast Meals Per Day</b>	<b>Average Lunch Meals Per Day</b>	<b>Avg. After School Snacks Per Day</b>	<b>Avg. Summer Participation Per Day</b>
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
<b>AVERY COUNTY SCHOOLS</b>	<b>ADM TOTAL FOR DISTICT: 2,050</b>		<b>Average Brk'fast Meals Per Day</b>	<b>Average Lunch Meals Per Day</b>	<b>SUPPER FEEDING</b>	<b>Avg. Summer Participation Per Day</b>
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

## DISTRICT PROFILE - Mountain Purchasing Cooperative SCHOOL DISTRICT MEMBER LIST

Riverside Elementary School-Barbara Arnett	8020 US 19-E South	Newland, NC 28657	115	100	0	0
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
<b>WATAUGA COUNTY SCHOOLS</b>	<b>ADM TOTAL FOR DISTICT: 4,606</b>		<b>Average Brk'fast Meals Per Day</b>	<b>Average Lunch Meals Per Day</b>	<b>Avg. After School Snacks Per Day</b>	<b>Avg. Summer Participation Per Day</b>
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
<b>WILKES COUNTY SCHOOLS</b>	<b>ADM TOTAL FOR DISTICT: 9,590</b>		<b>Average Brk'fast Meals Per Day</b>	<b>Average Lunch Meals Per Day</b>	<b>Avg. After School Snacks Per Day</b>	<b>Avg. Summer Participation Per Day</b>
Boomer Ferguson Elementary Amanda Steele	556 Boomer-Ferguson School Road	Boomer, NC 28606	132	136	0	0
C.B. Eller Elementary Donna Royal	1288 C.B. Eller School Road	Elkin NC 28621	272	280	0	0
C.C. Wright Elementary Crystal Bowlin	200 C.C. Wright School Road	North Wilkesboro, NC 28659	371	388	0	0
Central Wilkes Middle School	3541 S. NC Hwy 16	Moravian Falls, NC 28654	548	516	0	0

## DISTRICT PROFILE –Mountain Purchasing Cooperative SCHOOL DISTRICT MEMBER LIST

Lesla Call						
East Wilkes High School Amanda Watkins	13315 Elkin Hwy 268	Ronda, NC 2867	263	311	0	0
East Wilkes Middle School Leanne Mathis	2202 Macedonia Church Road	Ronda, NC 28670	311	335	0	0
Millers Creek Elementary Tannia Shumate	4320 N NC Hwy 16	Millers Creek, NC 28651	519	686	0	0
Moravian Falls Elementary Leslie Walsh	2001 Moravian Falls Road0	Moravian Falls, NC 28654	220	223	0	0
Mt. Pleasant Elementary Diane Roberts	532 Champion-Mt. Pleasant Road	Ferguson, NC 28624	204	216	0	0
Mountain View Elementary Rebecca Mintion	5464 Mountain View Road	Hays, NC 28635	436	508	0	0
Mulberry Elementary Renee Kilby	190 Mulberry School Road	North Wilkesboro, NC 28659	407	408	0	0
North Wilkes High School Wendy Martinez	2986 Traphill Road	Hays, NC 28635	314	434	0	0
North Wilkes Middle School Lisa Baker	2776 Yellow Banks Road	North Wilkesboro, NC 28659	513	513	0	0
North Wilkesboro Elementary Kim Ellis	200 Flint Hill Road	North Wilkesboro, NC 28659	274	296	0	0
Roaring River Elementary Renee Redding	283 White Plains Road	Roaring River, NC 28669	203	206	0	0
Ronda Clingman Elementary Melissa Wiles	316 Ronda Clingman School Road	Ronda, NC 28670	241	242	0	0
Traphill Elementary Vicky Adams	9794 Traphill Road	Traphill, NC 28685	93	105	0	0
West Wilkes High School Abigale Stanberry	6598 Boone Trail	Millers Creek, NC 28651	315	392	0	0
West Wilkes Middle School Sherry Pearson	1677 N. NC Hwy 16	Wilkesboro, NC 28697	533	445	0	0
Wilkes Central High School Pennie Norman	1179 Moravian Falls Road	Wilkesboro, NC 28697	423	493	0	0

## DISTRICT PROFILE -Mountain Purchasing Cooperative SCHOOL DISTRICT MEMBER LIST

Wilkesboro Elementary Sue Hutchinson	1248 School Street	Wilkesboro, NC 28697	290	393	0	0
Wilkes Early College High School Lesa Call	3541 S. NC Hwy 16 <b>NOTE: Currently shares a kitchen with Central Wilkes Middle School</b>	Moravian Falls, NC 28654	48	97	0	0

**NOTE:** Wilkes County does participate in Summer Feeding and serve approximately 15,000 meal equivalents during this effort. Exact school locations for the Summer Feeding Program are not yet determined.

# 2018 - 2019 - Ice Cream Bid

## Special Conditions

---

**Name:** Mountain Purchasing Cooperative (Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)

**Special Conditions are circumstances that are required of ALL bidders for the items BID.**

- Selected vendor will provide a clear lid ice cream display freezer that has a working lock to each school in The Mountain Purchasing Cooperative on or before August 1, 2018. The freezer must be in good working order.
- Ice cream will be delivered at a minimum of two (2) times per month as determined by the delivery driver and School Cafeteria Manager, between the hours of 6:30 am and 2:00 pm, unless otherwise approved by the District School Nutrition Director
- School Cafeteria Managers may order items at their discretion and as needed with no minimum dollar amount for the order.
- A vendor representative will be assigned to each district and make regular calls/visits to resolve issues and troubleshoot as needed. Contact will be made with The Mountain Purchasing Cooperative, Directors of School Nutrition, for each county.

**COMMENTS by the vendor regarding the Special Conditions should be made below:**

**VENDOR AGREEMENT TO SPECIAL CONDITIONS:** The vendor has read and agrees to provide the Special Conditions as stated above,

\_\_\_\_\_  
Name of Vendor Representative

\_\_\_\_\_  
Signature of Vendor Authorized to Sign Bid

\_\_\_\_\_  
Title of Vendor Representative

\_\_\_\_\_  
Date

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 Probe 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 - Hardwound
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 Resistant, 12 oz Tall	78460	Straws, 7.75" to 8", Jumbo, Wrapped
78141	Bowl Lid, Clear, Vented, for 12 oz Tall above	78465	Straws, Milk/Stim, Approx. 5 3/4 ", Wrapped
78143	Bowl, Plastic, Black, Heat Resistant, 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



United States Department of Agriculture

Help make the healthy choice  
the easy choice for kids at school

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# A Guide to Smart Snacks in School





# Learn About Smart Snacks

Do you...

- Coordinate school fundraisers,
- Manage a school store or snack bar,
- Sell food during the school day on campus,
- Manage school vending machines, or
- Want healthier foods on your school's campus?

If you checked any of the boxes above, then the foods and beverages you're selling need to meet the Smart Snacks in School Standards. You play an important role in helping kids get the nutrition they need to grow and learn. Use this guide to learn how!

If you didn't check a box and still want to learn more about encouraging kids to choose Smart Snacks in school, see the resources on page 14.

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## Why are Smart Snacks important?

1

More than a quarter of kids' daily calories may come from snacks.

2

Kids who have healthy eating patterns are more likely to perform better academically.

3

Kids consume more healthy foods and beverages during the school day. When they are Smart Snacks, the healthy choice is the easy choice.

4

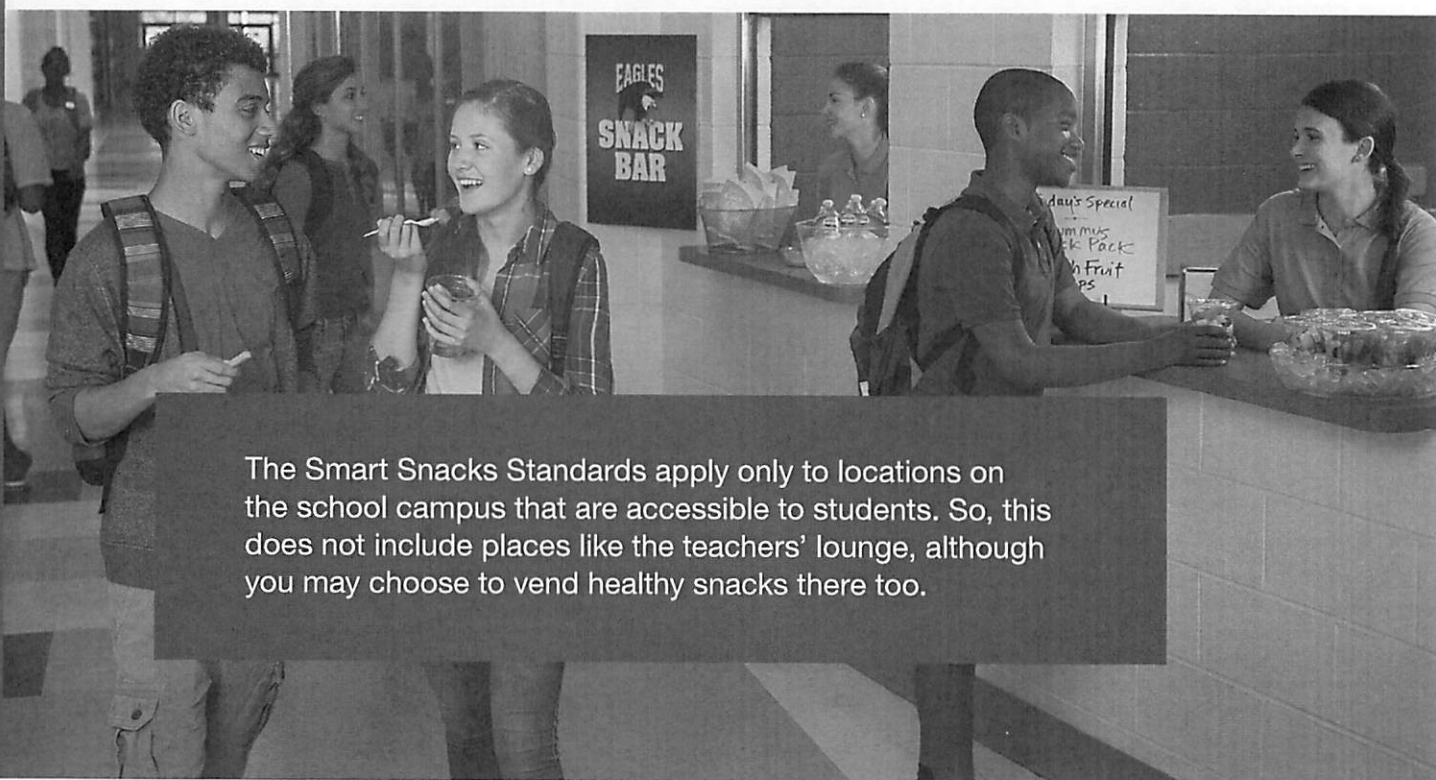
Smart Snacks Standards are a Federal requirement for all foods sold outside the National School Lunch Program and School Breakfast Program.



# Which food and beverages sold at school need to meet the Smart Snacks Standards?

- 1 Any food and beverage sold to students at schools during the school day,\* other than those foods provided as part of the school meal programs.
- 2 Examples include à la carte items sold in the cafeteria and foods sold in school stores, snack bars, and vending machines.
- 3 Foods and beverages sold during fundraisers, unless these items are not intended for consumption at school or are otherwise exempt by your state.

\* The school day is defined as the midnight before to 30 minutes after the end of the school day.



The Smart Snacks Standards apply only to locations on the school campus that are accessible to students. So, this does not include places like the teachers' lounge, although you may choose to vend healthy snacks there too.

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# How can I tell if my snack meets the Smart Snacks Standards?

1

See if your snack is listed in the Products section of the Alliance for a Healthier Generation's Smart Food Planner (<https://foodplanner.healthiergeneration.org/products>). These products were determined to meet the Smart Snacks Standards based on the product's ingredient statement and Nutrition Facts panel.

2

Enter information from the food or beverage's Nutrition Facts panel and ingredients list into the Alliance for a Healthier Generation's Smart Snacks Product Calculator (<https://foodplanner.healthiergeneration.org/calculator>). It is important to note that the standards are for the food items as packaged and sold. Therefore, if the item is labeled as having two servings per package, then the information in the Nutrition Facts panel must be multiplied by two. The Smart Snacks Product Calculator does this math for you.

3

If your snack doesn't have a nutrition label because it is made from scratch, use the MyRecipe feature in the SuperTracker (<https://www.supertracker.usda.gov/myrecipe.aspx>) to calculate the nutrition information. Your school nutrition program may also have nutrient analysis software approved by the United States Department of Agriculture (USDA; <http://go.usa.gov/cvNaC>) which can be used to evaluate recipes.

Look for the blue information icons in the Smart Snacks Product Calculator! These helpful bubbles include additional information and regulatory guidance so you can enter product information correctly and get an accurate result.

i



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## Does USDA have a list of approved foods and beverages?

1

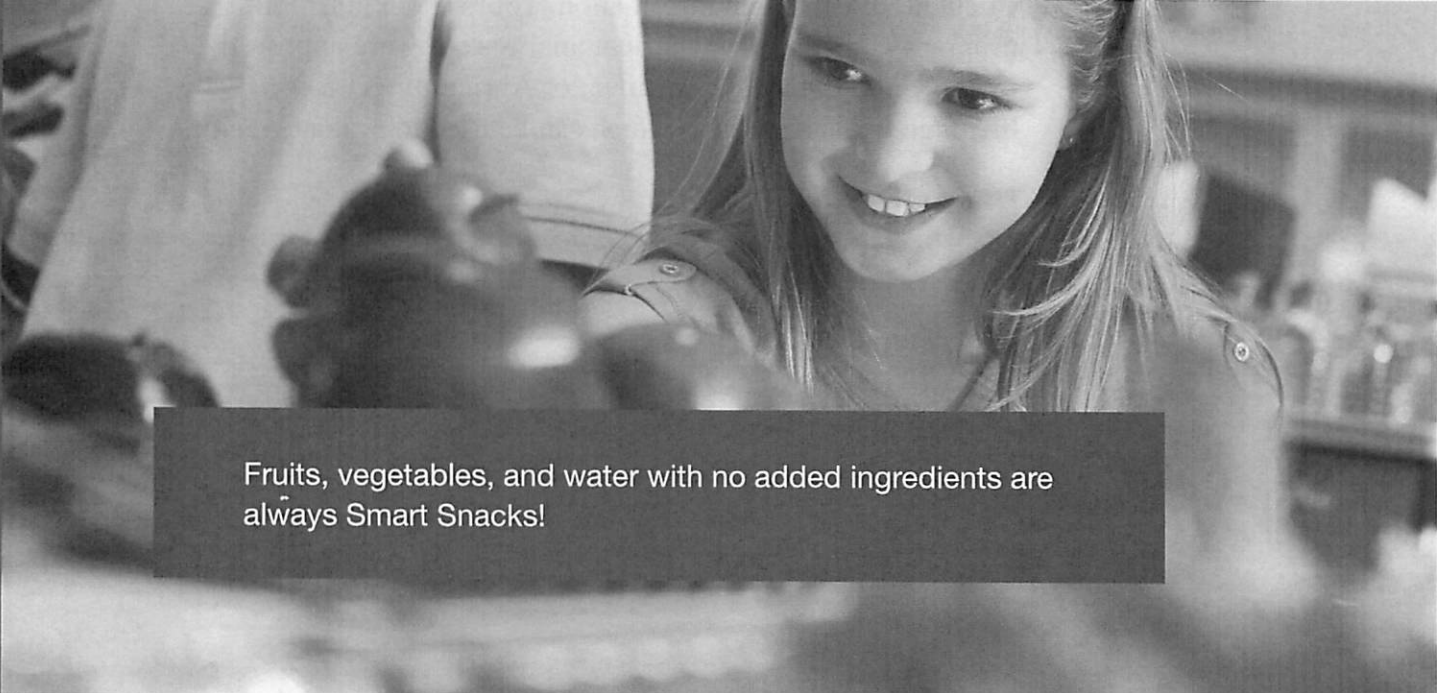
USDA does not approve individual foods or beverages. Even if a food says “Smart Snacks approved,” you should still evaluate the Nutrition Facts panel and ingredients list.

2

You can find examples of foods and beverages that meet the standards by browsing the Products section of the Alliance for a Healthier Generation’s Smart Food Planner (<https://foodplanner.healthiergeneration.org/products>).

3

If you still have questions about a food or beverage, refer to the Smart Snacks in Schools: Questions and Answers (<http://www.fns.usda.gov/sites/default/files/cn/SP23-2014v3os.pdf>) and consult your State agency (<http://www.fns.usda.gov/school-meals/school-meals-contacts>).



Fruits, vegetables, and water with no added ingredients are always Smart Snacks!





## How do I find out if my granola bar is a Smart Snack?

Granola bars and other snack bars that have as a first ingredient a whole grain (e.g., whole grain rolled oats), protein food (e.g., nuts), dairy, fruit, or vegetable will meet the general standards. Then, the product must be measured against the nutrient snack standards for calories, sodium, sugar, and fats. You can use the Smart Snacks Product Calculator to assist you with evaluating the product against the snack standards.



### Tip:

When checking to see if your snack meets the standards, be sure to consider both how it is packaged as well as how it is sold, including all accompaniments. For example, if butter is added to popcorn, or ranch dressing is sold along with veggies, be sure to count the nutrition information for these condiments when determining if your snack meets the standards.



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## What are the Smart Snacks Standards for foods?

To qualify as a Smart Snack, a snack or entrée must first meet the general nutrition standards:

- Be a grain product that contains 50 percent or more whole grains by weight (have a whole grain as the first ingredient); or
- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- Be a combination food that contains at least  $\frac{1}{4}$  cup of fruit and/or vegetable; and
- The food must meet the nutrient standards for calories, sodium, sugar, and fats:

Nutrient	Snack	Entrée
Calories	200 calories or less	350 calories or less
Sodium	200 mg or less	480 mg or less
Total Fat	35% of calories or less	35% of calories or less
Saturated Fat	Less than 10% of calories	Less than 10% of calories
Trans Fat	0 g	0 g
Sugar	35% by weight or less	35% by weight or less

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## What is an entrée?

For purposes of Smart Snacks, an entrée is defined as the main course of a meal that has a combination of:

- meat/meat alternate + whole grain-rich food;
- vegetable + meat/meat alternate;
- fruit + meat/meat alternate;
- meat/meat alternate alone, except for meat snacks (e.g., beef jerky), yogurt, cheese, nuts, seeds, and nut or seed butters; and
- a grain only, whole grain-rich entrée that is served as the main dish of the School Breakfast Program reimbursable meal.





# Finding Information on the Nutrition Facts Panel and Ingredients List

Enter this information into the Smart Snacks Product Calculator (<https://foodplanner.healthiergeneration.org/calculator>) to see if your snack meets the standards.













Nutrition Facts	
Serving Size 2 cups (30g) Servings Per Container 1	
<b>Amount Per Serving</b>	
<b>Calories</b> 140	Calories from Fat 36
<b>% Daily Value*</b>	
<b>Total Fat</b> 4g	<b>6%</b>
Saturated Fat 0g	<b>0%</b>
<i>Trans Fat</i> 0g	
<b>Cholesterol</b> 0mg	<b>0%</b>
<b>Sodium</b> 170mg	<b>7%</b>
<b>Total Carbohydrate</b> 25g	<b>8%</b>
Dietary Fiber 2g	<b>8%</b>
Sugars 8g	
<b>Protein</b> 1g	
Vitamin A	0%
Vitamin C	0%
Calcium	0%
Iron	0%

**INGREDIENTS:** Popcorn, sugar, canola oil, salt

First Ingredient

# Are there healthy exemptions to certain nutrient requirements?

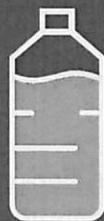
The Smart Snacks Standards reflect practical and flexible solutions for healthy eating. A few foods or combinations of foods are exempt from certain nutrient standards. Refer to the table below for examples of these exemptions. For additional information, refer to the Smart Snacks Summary Chart at [http://www.fns.usda.gov/sites/default/files/allfoods\\_summarychart.pdf](http://www.fns.usda.gov/sites/default/files/allfoods_summarychart.pdf).

Food	Smart Snacks Standards Exemptions
 <p>Fresh and frozen fruits and vegetables, with no added ingredients</p>	
 <p>Canned fruits packed in 100% juice or light syrup, with no added ingredients except water</p>	Exempt from all nutrient standards
 <p>Canned vegetables (no salt added/low sodium), with no added fats</p>	
 <p>Reduced-fat cheese (including part-skim mozzarella)</p>  <p>Nuts, seeds, or nut/seed butters</p>  <p>Apples with reduced-fat cheese*</p>  <p>Celery with peanut butter (and unsweetened raisins)*</p>  <p>Whole eggs with no added fat</p>	Exempt from the total fat and saturated fat standards, but must meet all other nutrient standards
 <p>Seafood with no added fat (e.g., canned tuna packed in water)</p>	Exempt from the total fat standard, but must meet all other nutrient standards
 <p>Dried fruits with no added sugars</p>  <p>Dried cranberries, tart cherries, or blueberries, sweetened only for processing and/or palatability, with no added fats</p>	Exempt from the sugar standards, but must meet all other nutrient standards
 <p>Trail mix of only dried fruits and nuts and/or seeds, with no added sugars or fats</p>	Exempt from the total fat, saturated fat, and sugar standards, but must meet all other nutrient standards

\*Paired exemptions are always required to meet the calorie and sodium limits for Smart Snacks.

# What are the Smart Snacks Standards for Beverages?

## Water



Plain, with or without carbonation

No Limit

## Milk

Unflavored low-fat, unflavored fat-free, or flavored fat-free milk; milk alternatives as permitted by the National School Lunch Program/School Breakfast Program



Elementary School



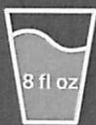
Middle School



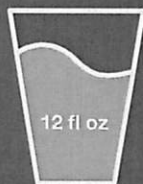
High School

## Juice

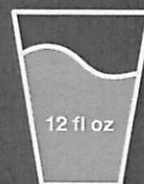
100% fruit or vegetable juice, with or without carbonation



Elementary School



Middle School



High School

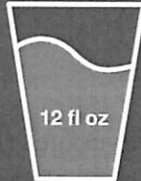


## Diluted Juice

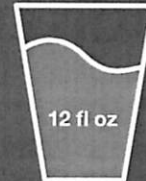
100% fruit or vegetable juice diluted with water, with or without carbonation and with no added sweeteners



Elementary School



Middle School



High School

## Low- and No-Calorie Beverages (High School Only)

Low- and no-calorie beverages, with or without caffeine and/or carbonation; calorie-free, flavored water



“Lower Calorie” Maximum 40 calories/8 fl oz. Maximum 60 calories/12 fl oz. (Equivalent to 5 calories per fluid ounce).



“No Calorie” Less than 5 calories/8 fl oz. Maximum 10 calories/20 fl oz.



**Do you have questions about Smart Snacks Standards?** Get more information by reviewing the *Smart Snacks in School: Questions and Answers* (<http://www.fns.usda.gov/sites/default/files/SP23-2014os.pdf>) or contact your State agency (<http://www.fns.usda.gov/school-meals/school-meals-contacts>).

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## How do the Smart Snacks Standards affect school fundraisers?

1

Sales of foods and beverages that meet the Smart Snacks Standards and sales of nonfood items (e.g., wrapping paper and apparel) are not limited under the Federal policy.

2

Fundraising activities that occur during nonschool hours, on weekends, or at off-campus events are not limited under the Federal policy.

3

Fundraisers selling foods that are intended to be consumed outside the school day are not limited under the Federal policy.

4

Some States allow a certain number of in-school fundraisers to be exempt from the Smart Snacks Standards. Contact your State agency for more information.



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## What if my school district wants to have stricter standards?

These Federal standards are the minimum requirements. State agencies and/or local school districts can establish stricter standards, if desired. Consult your school's Local School Wellness Policy for more information.

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## What are some other resources?

### **Team Nutrition**

<http://teamnutrition.usda.gov>

*Access free nutrition education resources like this Guide to Smart Snacks in School handout.*

### **Tools for Schools**

<http://www.fns.usda.gov/healthierschoolday/tools-schools-focusing-smart-snacks>

*Read more about Smart Snacks regulations and policies and get answers to common questions.*

### **Healthy Meals Resource System: Healthy Fundraising**

<http://healthymeals.nal.usda.gov/local-wellness-policy-resources/wellness-policy-elements/healthy-fundraising>

*Get ideas for healthier fundraising activities.*



**U.S. Department of Agriculture  
Food and Nutrition Service**

USDA is an equal opportunity provider and employer.

**Official Bid Spreadsheet  
2018/2019 Ice Cream Bid  
Mountain Purchasing Cooperative  
(Alleghany, Ashe, Avery, Watauga & Wilkes County Schools)**

Product Description	Estimated Usage in Cases	Vendor Units Per Case	Case Cost	Unit Cost
<b>ICE CREAM CUP</b> , lowfat ice cream in chocolate, vanilla, strawberry, and specialty flavors - Leak proof paper or plastic cup with lid - No Sugar Added options available	1650			
<b>JUICE BAR STICK</b> , real fruit juice bar on stick, assorted flavors - Must contain a minimum of ¼ cup real fruit or fruit juice - Leak proof wrapper - Wooden or plastic stick	600			
<b>ICE CREAM BAR ON STICK</b> , lowfat fudge flavor - Leak proof wrapper - Wooden or plastic stick	650			
<b>ICE CREAM BAR ON STICK</b> , lowfat ice cream with cake-like or éclair like topping, chocolate and strawberry flavors or other specialty flavors - Leak proof wrapper - Wooden or plastic stick	850			
<b>ICE CREAM BAR ON STICK</b> , lowfat vanilla ice cream with orange sherbet coating - Leak proof wrapper - Wooden or plastic stick	225			
<b>ICE CREAM BAR ON STICK</b> , lowfat flavored ice cream in a variety of flavors such as banana/cream, banana fudge, cotton candy, etc. - Leak proof wrapper - Wooden or plastic stick	200			
<b>ICE CREAM SANDWICH</b> , lowfat ice cream in chocolate, Neapolitan, cookies 'n crème, strawberry, vanilla or other specialty flavors between two cookie like bars - Leak proof wrapper	550			
<b>ICE CREAM CONE</b> , lowfat ice cream in variety of flavors inside a cone with topping - Leak proof wrapper	1650			
<b>ICE CREAM PUSH POP</b> , lowfat ice cream or sherbet in a variety of flavors inside a push type container - Leak proof wrapper - Plastic push type container/stick	325			

**Specifications for all Items:**

All items and flavors bid must meet the USDA Smart Snacks in Schools requirements, which includes:

- Be a “whole grain-rich” grain product; or
- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable

Calorie limits:

- Snack items: ≤ 200 calories
- Entrée items: ≤ 350 calories

Sodium limits:

- Snack items: ≤ 200 mg
- Entrée items: ≤ 480 mg

Fat limits:

- Total fat: ≤35% of calories
- Saturated fat: < 10% of calories
- Trans fat: zero grams

Sugar limit:

- ≤ 35% of weight from total sugars in foods