

**2018 – 2019 OFFICIAL RFP/CONTRACT
(VENDED SNACKS & BEVERAGES)**

**Mountain Co-Op (Ashe, Avery, Watauga & Wilkes County Schools)
April 18th, 2018
MPC-2018 – 2019 (Vended Snacks & Beverages)**

*This invitation is issued to Vendors with interest in proposing a NEW CONTRACT for the procurement and delivery of Vending Services, including snacks and beverages, 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.*

PROPOSAL QUESTIONS – SCHOOL DISTRICT CONTACTS

Name: Marty R. Johnson, Director of School Nutrition, Wilkes County Schools
E-Mail: johnsonmart@wilkes.k12.nc.us
Phone: (336)651-4005

OR

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
PROPOSAL OPENING DATE AND TIME: MAY 7, 2018 – 2:00 p.m.
Watauga County Schools Facilities Maintenance Building
251 Pioneer Trail
Boone, NC 28607

RFP OPENING DATE Monday, May 7, 2018 TIME OF RFP OPENING: 2:00 p.m.

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

2018 – 2019 OFFICIAL RFP/CONTRACT (VENDED SNACKS & BEVERAGES)

VENDORS SUBMITTING RFP/CONTRACT PROPOSALS:

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

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

Proposals mailed must be received by **Monday, May 7, 2018 at 2:00 PM**. It is the Vendor's sole responsibility to assure a mailed proposal 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 propose should send a written "decline to propose" letter to the attention of the above named School Nutrition Director no later than **Thursday, May 3, 2018**.

PROPOSAL OPENING PROCEDURES:

- Required proposal signatures and evidence of contract language changes are reviewed by the Mountain Purchasing Cooperative representatives at the proposal opening. These are non – negotiable contract requirements and will result in immediate proposal disqualification.
- A School District representative may choose not to attend the proposal opening or to appoint a designee to receive and open proposals on their behalf.
- **Only Proposal Totals and the Apparent Preliminary Proposal winner will be announced at the Proposal Opening.**
- Absolutely no open discussion or questions will be allowed regarding the proposal procedures or proposal language at the Opening.

ACTIONS REQUIRED PRIOR TO SCHOOL DISTRICT ANNOUNCEMENT OF PROPOSAL AWARD

- Vendor proposal tabulations for product lines are reviewed, corrected and **Totals are verified** by the Cooperative or member school district.
- **Local School District approval** for the proposal contract is received by each member school district BOE for the Awarded Vendor.
- **Final Official Notification** of proposal award is the issuance of a **Formal Award Letter from the Mountain Purchasing Cooperative and Vending Machine placement in identified schools** by the Awarded Vendor.

Vended Snack & Beverage Products

RFP/Contract



Terms and Conditions

Mountain Purchasing Cooperative
(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, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider and employer.

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VENDOR REQUIRED PROPOSAL 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 PROPOSAL ATTACHMENTS:

- SCHOOL DISTRICT PROFILE
- SCHOOL DISTRICT SPECIAL CONDITIONS (OPTIONAL)
- TAXED AND NON-TAXED ITEM LISTS
- USDA SMART SNACKS GUIDELINES
- OFFICIAL PROPOSAL 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 proposed 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 proposed 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 RFP and the subsequent Contract shall be **COMPLIANT** with 7 CFR Parts 210, 220, 225, 250, 2 CFR 200 and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principals, A -102 Administrative Requirements, and A -133 Audit Requirements.

2.0 GENERAL PROVISIONS OF THIS RFP – 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 no more than **five (5) working days** after the date the RFP/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 RFP:** As required by the NC State Division of Purchase and Contract, solicitation for this RFP/Contract has been advertised in the *Charlotte Observer* a minimum of ten (10) days in advance of the proposal opening. Additionally, the RFP has been advertised on each district website for a minimum of ten (10) days in advance of the proposal opening.
- 2.3 A WRITTEN ADDENDUM IS THE ONLY OFFICIAL RESPONSE METHOD WHEREBY INTERPRETATION, CLARIFICATION AND ADDITIONAL INFORMATION REGARDING THIS PROPOSAL 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 RFP/Contract. Addenda may be issued from the Cooperative or the local school district within ten (10) calendar days prior to the proposal opening date. However, before submitting an RFP/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 RFP 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 proposal opening date. For inquiries contact Monica Bolick – bolickm@wataugaschools.org.
- 2.4 COST PRICING BY ITEM:** The Cooperative will solicit the BEST “COST” PRICING BY ITEM PROPOSAL - 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 proposed at the best cost are specified on the product official proposal spreadsheet included with this packet.
- 2.5 PRODUCT REMOVAL:** The Mountain Purchasing Cooperative reserves the right to remove a pre-approved product from the proposal 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 RFP – CONTRACT DECLARATIONS AND PROFILE

Mountain Purchasing Cooperative (Ashe, Avery, Watauga & Wilkes) and is herein after referred to as the **School District**, is requesting to receive Proposals 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 (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 proposed, or to seek other information regarding the Vendor’s proposed offer. This process may be used for such purposes as providing an opportunity for the Vendor to clarify their proposal, to assure mutual understanding and/or aid in determinations of responsiveness, or responsibility, of the Vendor.

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

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

Mountain Purchasing Cooperative (Ashe, Avery, Watauga & Wilkes) reserves the right to retain all proposals for a period of sixty (60) days or until approval by the Local Board of Education, whichever comes first. The submittal of a proposal shall constitute an irrevocable Offer to Contract with the School District. In accordance with the terms of the RFP/Contract, the offer may not be withdrawn until or unless rejected or not accepted by the School District.

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

Mountain Purchasing Cooperative (Ashe, Avery, Watauga & Wilkes) reserves the right to add written **SPECIAL CONDITION(s)** to this RFP which details conditions that are specific to the individual School District. Special Condition(s) shall be titled as such are attached to the RFP in the Attachments Section. Special Conditions established by the School District as part of this RFP, and the Vendor's response to the Special Condition(s), shall become part of the Contract when awarded. A School District renewing a proposal 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 RFP, they are included in the Attachments section of the RFP/Contract. Special Conditions must be reviewed and agreed upon by the School District and potential Vendor **PRIOR to the PROPOSAL 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 RFP/Contract due date.

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

Mountain Purchasing Cooperative (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 RFP/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 RFP. 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

- 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 PROPOSAL ERRORS AND PRICING REQUIREMENTS

- 7.1 **PROPOSAL ERRORS:** The following two proposal errors are non – negotiable and may result in proposal disqualification.

(1) **NO ORIGINAL SIGNATURE ON THE OFFICIAL VENDOR PROPOSAL PRODUCT SPREADSHEET A NEW OR RENEWAL PROPOSAL.**

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

7.2 **BUY AMERICAN POLICY OF THE COOPERATIVE:** All foreign brand product proposed by the Vendor will be tested for quality and meeting proposal 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 RFP/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 proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

7.3.1 **POLICY FOR PROPOSING 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 proposed. The country (countries) of origin (source) must be provided for **all items**. All foreign brand product proposed by the Vendor will be tested for quality and meeting proposal 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 RFP/Contract.

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

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 proposal 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 COMMISSION** 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 commissions 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 proposal 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.

7.7 **COMMISSION FOR EACH PRODUCT:** An earned commission for each pre-approved product line/type is required for each product type specified on the proposal spreadsheet. If a “0” quantity is shown in the Estimated Usage column, the Vendor is still to provide a commission for the specification.

8.0 VENDOR PROPOSAL AWARD METHOD

8.1 **Proposal award method is: FIRM PROPOSAL – USING SCORED EVALUATION TOOL** where award is to the Vendor with the highest commission (51%), best service plan(25%), equipment offerings (24%) and any other pertinent factors determined by the Mountain Purchasing cooperative and verified by the School District.

8.2 The commission percentage is to be provided as indicated on the official proposal spreadsheet along with other required proposal indicators requested.

9.0 RFP - CONTRACT DEFINITIONS

9.1 **ACCURACY OF PROPOSAL:** The accuracy of all commissions and statements contained in this RFP is the responsibility of the Vendor, and no change or cancellation may be made except as provided in this RFP/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 proposed 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 proposal 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 proposals 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 vendor must maintain a current HACCP plan through the duration of this contract. **(ATTACHMENT B)**

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- 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 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 RFP (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 proposal commission 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 **proposed 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 proposal in ATTACHMENT E.

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- 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 proposal award. Protests should be made to the School District.
- 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 commission, in accordance with the item specifications and the terms and conditions contained in this RFP/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 proposal.

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 proposal 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 RFP 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 RFP, 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 PROPOSALS, PROPOSAL ERRORS, PROPOSAL REJECTION AND USE OF PIGGYBACK CLAUSE

- 12.1 TIE PROPOSAL:** In the event of a tie on a proposal 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 proposals, or any parts thereof, and request resubmission of proposals from all vendors as deemed in the best interest of the Mountain Purchasing Cooperative.
- 12.3 PROPOSAL 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 proposal tabulation will be excluded for ALL

vendors for evaluation purposes only. Multiple proposal errors may be rationale for a Vendor's disqualification.

- 12.4 PIGGYBACK CLAUSE:** The Piggyback Clause is a Legal Provision that may be employed by a local School district in the circumstance of no proposals received or all proposals received are disqualified. If employed, documented Vendor Agreement, Legal Advertisement of Waiver for Competitive Contracts 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 proposing 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 contract with any other member district within the Cooperative. The member district's BOE, having approved the waiver for competitive proposing, 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 commissions, terms and conditions to the member district for which competitive proposing has been waived.

13.0 PRELIMINARY VENDOR AWARD

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

13.1.1 The School District reviews the line-by-line commissions 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 RFP. School officials who find error(s) in calculations will make adjustments and corrections and notify vendors individually. The corrected line calculations will be shown in the **Preliminary Award letter** sent to all vendors.

14.0 ADDITIONAL PRODUCTS AND OPTIONAL ITEMS

- 14.1** Under the terms of this agreement, the School District may request products that are not specified on the proposal 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 product line specification 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 higher commission than regular stock and (3) commission paid as the original product. Substituted products must be approved by the School District.

- 15.5 Any substitution of a Non-Domestic product for a domestic product, originally a part of the RFP 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, contract a product of equal or greater quality from another source.
- 15.8 If a pre-approved product line on the proposal 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 UNDERPAYMENTS

- 16.1 **Over or underpayments** that reveal a Vendor has either over or underpaid the School District will be treated as follows:

Overpayment: Whenever an invoice reveals the commission of a product, delivered to the School District is more than the quoted commission percentage, the following monthly statement will reflect a credit to the vendor for that amount. The commission calculation correction shall be made immediately in the vendor's system to prevent future mistakes.

Underpayment: Whenever an invoice reveals that the commission of a product, delivered to the School District, is actually more than the quoted commission percentage, , the following monthly statement will reflect a credit to the school district for that amount. The commission calculation correction shall be made immediately in the vendor's system to prevent future mistakes.

17.0 TRANSMITTAL OF DELIVERY ORDERS

- 17.1 The Vendor awarded the Contract shall provide a representative to screen orders, discuss orders with the Child Nutrition Director, or designee, **three times per week**; 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. This representative should also maintain vending machine operation and retail price changes that might be required.

18.0 BILLING AND PAYMENT REQUIREMENTS

- 18.1 Payment will be due to the School District, by the awarded vendor, within thirty (30) days of the last day of the month or more frequently.

Clarification: Monthly statements will be sent to each school nutrition district director. Statements must have total itemized sales for each machine detailing description and retail cost of items sold as well as commission amount earned.

- 18.2 The Mountain Purchasing Cooperative has been formed to streamline processes (one proposal document, replacing individual documents) and combination of items/quantities for increased volume. The vendor is only obligated for payment of commissions earned by that individual district. Payment must be provided separately to each individual district for commissions earned. Commission payments are a direct relationship between the Vendor and the individual School District receiving the payment.

- 18.3 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 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** Snacks will be delivered at a minimum of three (3) times per week as determined by the delivery driver and School Cafeteria Manager between the hours of 7:00 am and 2:00 pm. Delivery schedules should be routine and remain constant from week to week. Any deviation of the Vendor from the schedule will require notification of the Child Nutrition Director, or designee.
- 19.2** 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.
- 19.3** 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. Any item delivered in other than proper condition will not be accepted.

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 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 Proposal of the original proposal award for a period not to exceed four (4) additional terms of one (1) year each at the same or higher commission rate. No changes that would substantially change the original RFP/Contract agreement or Special Conditions of that agreement may be extended in a renewal year.

22.0 PROPOSAL 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** After renewal approval, the School District will return a signed copy of a **Proposal Renewal Agreement and Special Conditions Agreement**, to the Vendor.
- 22.3** 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 of items purchased at retail per product line (including substitutes for a product line item) in the terms of units per school and/or combined district total.

24.0 RECORDS RETENTION REQUIREMENTS

- 24.1** By signing this proposal, 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 RFP/Contract.
- 25.2** This proposal 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 RFP/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 proposal, any recommendations, decisions, vote or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this proposal.
- 25.4** Neither the Vendor, nor any business entity represented by the proposer, 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 proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to another Vendor, competitor, or potential competitor prior to the opening of proposals.
- 25.5** No attempt has been or will be made to induce any other person or entity to submit or to not submit a proposal.

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

- 26.1** By signing this proposal, 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 proposals 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 proposal response, the proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP, if this proposal is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SCHOOL DISTRICT at the proposed commission and in accordance with the item specifications and the terms and conditions contained in this

RFP, 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 proposal.

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 proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal, 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 proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, 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 proposal any such matters which do exist is a material breach of contract which would void the submitted proposal 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 commissions, prompt payment terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the proposal 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 proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the vendor 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.

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 commission. 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 proposal, 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.

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- 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 RFP,
- the Vendor delivering any product(s) that fail to meet the Item Specifications included in this RFP 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 payments 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 proposal response, to promptly pay any such charges invoiced.
- In the event 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 proposal 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.

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).
- 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). * Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new proposal 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

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

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

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

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

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

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

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

Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

RETURN THIS DOCUMENT IN SEALED BID PACKET

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

Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

ATTACHMENT H

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

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

Company Name

Name of Vendor Representative

Signature of Vendor Authorized to Sign Bid

Title of Vendor Representative

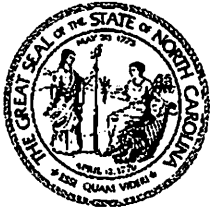
Date

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.

RETURN THIS DOCUMENT IN SEALED BID PACKET

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).^{*} Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new bid process, each new contract, and each renewal or assignment of an existing contract. The specific requirements are as follows:

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

Background

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

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

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

Final Divestment List

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

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

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

Requirement 1: Contract Certification

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

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

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 or 919-814-4289.

Name of Vendor or Bidder: _____

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

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

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

Signature Vendor Required

Date

Printed Name

Title

Notes to persons signing this form:

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

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

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

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

Mountain Purchasing Cooperative IFB/CONTRACT ATTACHMENTS

RETURN THIS DOCUMENT IN SEALED BID PACKET

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: _____

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)

NOTE: This is a comprehensive list of all schools within each district. Schools highlighted are the schools that will require vending services.

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
ASHE COUNTY SCHOOLS	ADM TOTAL FOR DISTICT: 3,198					
Blue Ridge Elementary School-Sherrie Harless	5778 Highway 88 West	Warrensville, NC 28693	275	400	40	50
Mountain View Elementary School-Nita Absher	2789 Highway 221 North	Jefferson, NC 28640	530	520	40	200
Westwood Elementary School-Patty Richardson	4083 US Highway 221 South	West Jefferson, NC 28694	200	375	45	50
Ashe County Middle School-Christine Richardson	255 Northwest Lane	Warrensville, NC 28693	100	280	25	0
Ashe County High School-Darlene Wetmore	184 Campus Drive	West Jefferson, NC 28694	200	560	0	0
AVERY COUNTY SCHOOLS	ADM TOTAL FOR DISTICT: 2,050		Average Brk'fast Meals Per Day	Average Lunch Meals Per Day	SUPPER FEEDING	Avg. Summer Participation Per Day
Banner Elk Elementary School-Brad Johnson	155 Orchard Lane	Banner Elk, NC 28604	60	100	0	0
Crossnore Elementary School-JoAnn Garland	1000 Walt Clark Road	Crossnore, NC 28616	95	150	0	0
Newland Elementary School-Bobbi Jo Clark	750 Linville Street	Newland, NC 28657	170	200	100	285
Riverside Elementary School-Barbara Arnett	8020 US 19-E South	Newland, NC 28657	115	100	0	0
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

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

WATAUGA COUNTY SCHOOLS	ADM TOTAL FOR DISTICT: 4,606		Average Brk'fast Meals Per Day	Average Lunch Meals Per Day	Avg. After School Snacks Per Day	Avg. Summer Participation Per Day
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
Watauga County Schools Bus Garage	253 Pioneer Trail	Boone, NC 28607				
WILKES COUNTY SCHOOLS	ADM TOTAL FOR DISTICT: 9,590		Average Brk'fast Meals Per Day	Average Lunch Meals Per Day	Avg. After School Snacks Per Day	Avg. Summer Participation Per Day
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 Lesa Call	3541 S. NC Hwy 16	Moravian Falls, NC 28654	548	516	0	0
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

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

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
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 NOTE: Currently shares a kitchen with Central Wilkes Middle School	Moravian Falls, NC 28654	48	97	0	0

2018 - 2019 – Vended Snacks & Beverages Special Conditions

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

Special Conditions are circumstances that are required of ALL vendors for the items proposed.

- **ALL items offered and placed in vending machines for sale MUST meet USDA Smart Snack requirements.**
- Nutrition labels and ingredient labels must be provided for all products placed in all machines prior to placement. Approval by member school district directors is required for all products. Additionally, each item must be entered into the Alliance for a Healthier Generation Smart Snacks Product Calculator with the results being printed. All labels and calculator results must be forwarded to each member school district Director.
- Selected vendor will provide vending machines to all locations requested by the member district directors at no charge to the district on or before August 1, 2018. The machines must be in good working order and meet the requirement outlined in the RFP (on/off timers, itemized reporting, etc.).
- Selected vendor will supply and stock a la carte snack items (specialty items unavailable from grocery supplier) to be sold across the lunch line, when requested by the member school district director at all schools requested, regardless of vending options within that school.
- Where applicable, School Cafeteria Managers may order a la carte 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 on a regular basis

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, Com 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 Resitant, 12 oz Tall	78460	Straws, 7.75" to 8", Jumbo, Wrapped
78141	Bowl Lid, Clear, Vented, for 12 oz Tall above	78465	Straws, Milk/Slim, Approx. 5 3/4 ", Wrapped
78143	Bowl, Plastic, Black, Heat Resitant, 16 oz	78470	Plate, White Foam, 6 inch, Non - Laminated
78144	Bowl Lid, Clear, Vented, for 16 oz bowl above	78475	Plate, White Foam, 7 inch, Non - Laminated
78145	Cup, Drink, Styrofoam, 6 oz	78480	Plate, White Foam, 9 inch, Non-Laminated
78150	LID Vented, White, for 6 oz. above	78485	Plate, White Foam, 9 in. Divided - 3 Section
78155	Cup, Drink, Styrofoam, 8 oz	78490	Plate, Black Foam, 9 in. Divided - 3 Section
78160	LID Vented, White, for 8 oz above	78495	Trays, Foam w/Hinged Lid, 3 Compartment
78165	Cup, Drink, Styrofoam, 12 oz TALL	78500	Trays, Foam w/Hinged Lid, 3 Compartment
78170	LID, Translu. w/Straw Slot for 12 oz. below	78505	Trays, Foam w/Hinged Lid, Lo Profile, 3 Compt.
78175	Cup, Drink, Styrofoam, 12 oz	78515	Trays, Food, Paper 1/4# (red plaid)
78180	Cup, Drink, Styrofoam, 14oz TALL	78525	Trays, Food, Paper, 1/2# (red plaid)
78185	Cup, Drink, Styrofoam, 14 oz REG	78530	Trays, Food, Paper, 1# (red plaid)
78190	LID, Translu. w/Straw Slot for 12 & 14 oz. above	78535	Trays, Food, Paper, 2# (red plaid)
78195	Cup, Drink, Styrofoam, 16 oz	78545	Trays, Food, Paper, 3# (red plaid)
78200	Cup, Drink, Styrofoam, 16 oz TALL	78547	Trays, Food, Paper, 5# (red plaid)
78205	Cup, Drink, Styrofoam, 20 oz TALL	78550	Tray, Plastic w/Hinged FLAT Lid, Clear, 1 Section
78210	LID, Translu.w/Straw Slot 14, 16 & 20 oz above	78555	Tray, Plastic w/Hinged Lid, Clear, 1 Section
78215	Cup, Drink, PLASTIC, Translucent, 12 oz.	78565	Tray, Plastic, Serving , Black Square
78220	Cup, Drink, PLASTIC, Clear, 12 oz.	78566	Tray, Plastic, Serving , Clear Square
78222	Cup, Drink, PLASTIC, Clear, 14 oz.	78568	LID for Tray, Plastic, Serving , Clear Square
78225	Cup, Drink, PLASTIC, Translucent, 14 oz.	78570	Tray, Plastic w/FLAT Lid, Clear, 24 oz., 1 Section
78230	Cup, Drink, PLASTIC, Translucent, 16 oz.	78575	Tray, Plastic w/ Hinged Lid, Clear, 1 Section
78235	Lids for Translucent 12-14 oz cup	78580	Tray, Plastic w/ Hinged Lid, Clear, 1 Section
78240	Lids for 12 oz Clear Cup	78582	Tray, Plastic w/ Hinged Lid, Clear, 3 Section
78242	Lids for 12 oz Clear Cup	78585	Tray, Breakfast/Snack, Foam
78245	Lids for Translucent 16 oz Cup	78590	Tray, Salad Entrée, Black Container w/Clear Lid
78250	Cup, Portion Cups, Paper, 2.4 oz.	78595	Tray, Lunch Styrofoam, 5 Section
78255	Cup, Portion, 1 oz. Plastic, Round	78600	Tray, Lunch Styrofoam, 6 Section
78260	LID for Portion, 1 oz. Plastic	78605	Tray, Lunch Styrofoam, 5 Section, HW
78265	Cup, Portion, 2 oz. Plastic, Round	78610	Tray, Lunch Molded Fiber, 5 Section
78270	Cup LID for 2 oz. Plastic	78615	Tray, Lunch Foam, 5 Section
78275	Cup, Portion, 4 oz., Plastic, Round	78620	Tray, Lunch Foam, 5 Section
78280	Cup LID for 4 oz. Plastic Portion Cup	78625	Tray, Lunch Foam, 6 Section



United States Department of Agriculture

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

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.

Why are Smart Snacks important?

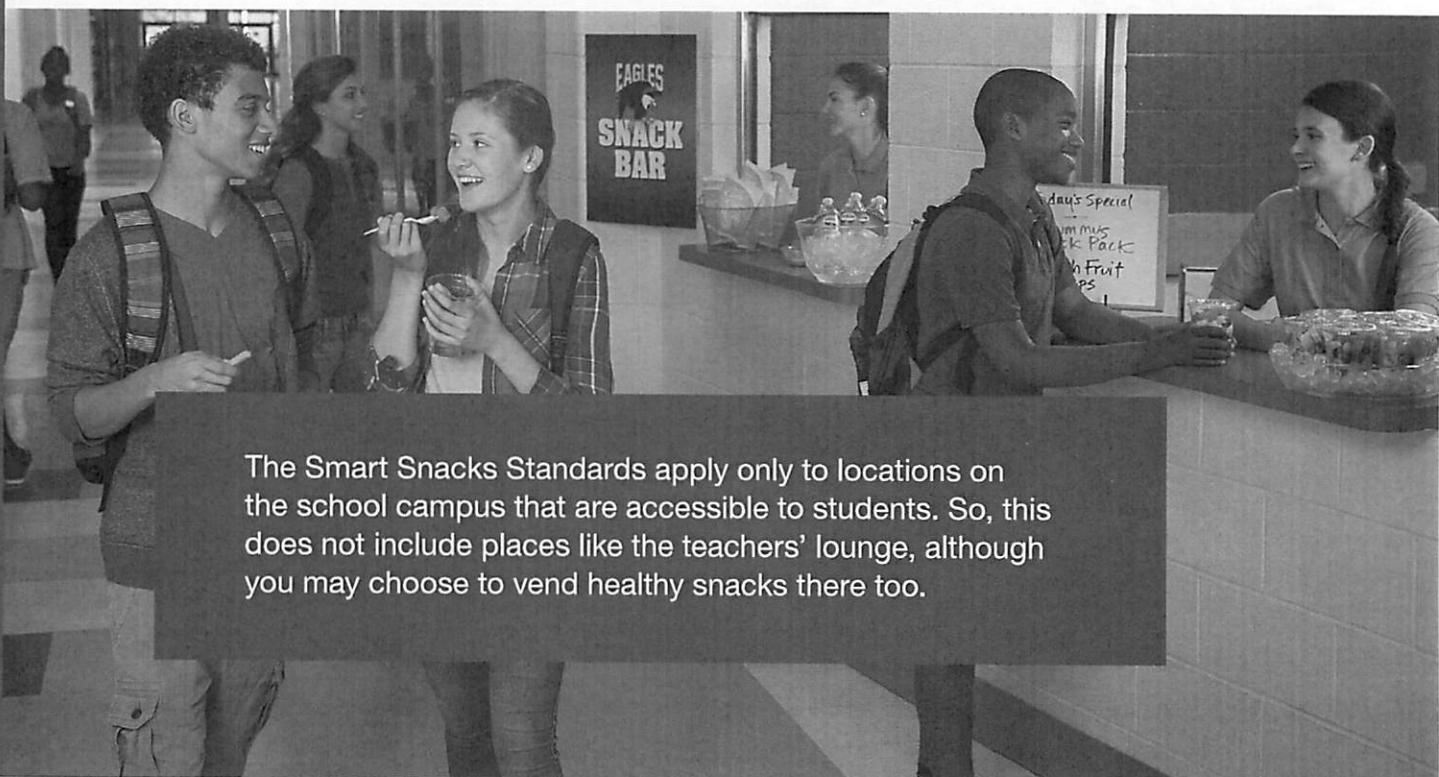
- 1 More than a quarter of kids' daily calories may come from snacks.
- 2 Kids who have healthy eating patterns are more likely to perform better academically.
- 3 Kids consume more healthy foods and beverages during the school day. When they are Smart Snacks, the healthy choice is the easy choice.
- 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.

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.



Does USDA have a list of approved foods and beverages?

1

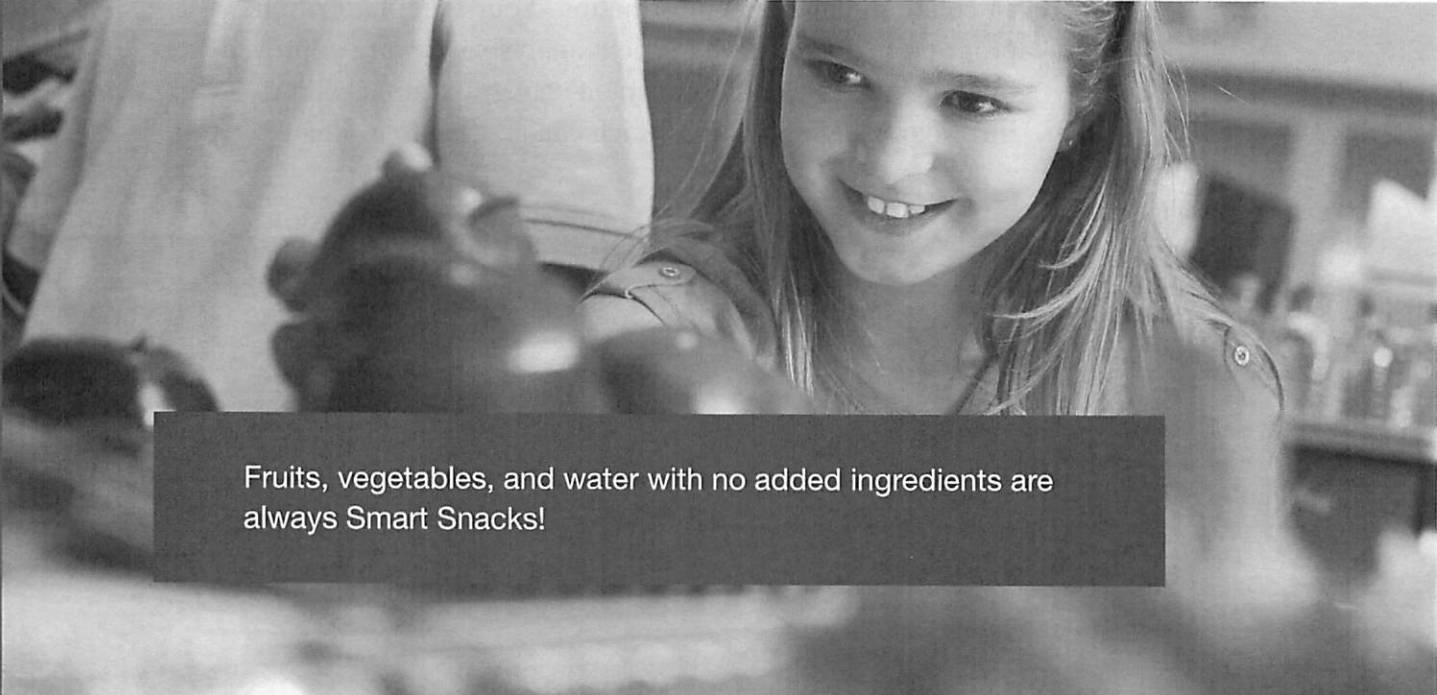
USDA does not approve individual foods or beverages. Even if a food says “Smart Snacks approved,” you should still evaluate the Nutrition Facts panel and ingredients list.

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>).

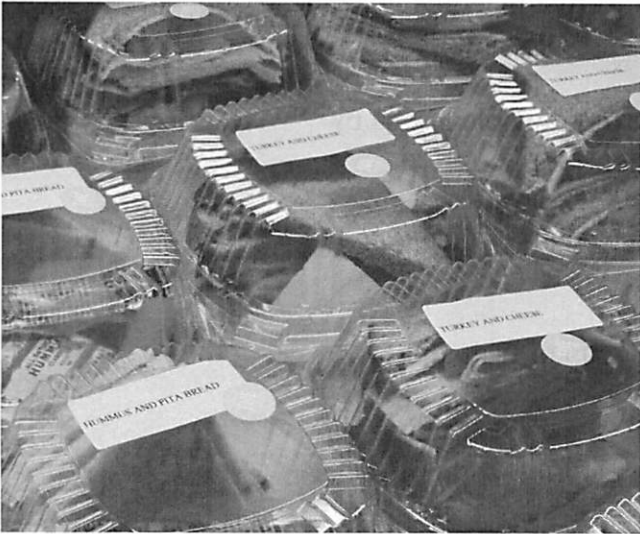


Fruits, vegetables, and water with no added ingredients are always Smart Snacks!



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.



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

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.













Serving Size & Servings Per Container	Nutrition Facts	
	Serving Size 2 cups (30g) Servings Per Container 1	
	Amount Per Serving	
Calories	Calories 140	Calories from Fat 36
	% Daily Value*	
Total Fat	Total Fat 4g	6%
Saturated Fat	Saturated Fat 0g	0%
Trans Fat	Trans Fat 0g	
	Cholesterol 0mg	0%
Sodium	Sodium 170mg	7%
	Total Carbohydrate 25g	8%
	Dietary Fiber 2g	8%
Sugars	Sugars 8g	
	Protein 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?

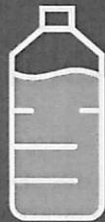
The Smart Snacks Standards reflect practical and flexible solutions for healthy eating. A few foods or combinations of foods are exempt from certain nutrient standards. Refer to the table below for examples of these exemptions. For additional information, refer to the Smart Snacks Summary Chart at http://www.fns.usda.gov/sites/default/files/allfoods_summarychart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

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



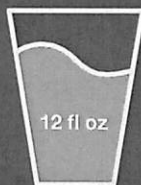
High School

Juice

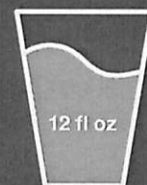
100% fruit or vegetable juice, with or without carbonation



Elementary School



Middle School



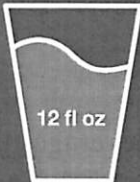
High School

Diluted Juice

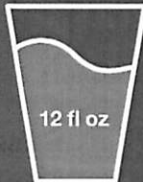
100% fruit or vegetable juice diluted with water, with or without carbonation and with no added sweeteners



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>).

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.



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.

What are some other resources?

Team Nutrition

<http://teammnutrition.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**

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Vended Snacks Proposal

Mountain Purchasing Cooperative – Proposal Response Form

Please respond fully, completely and appropriately to each item and request for information or proposal on this form.

Name of Vendor: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ **FAX:** _____ **Email:** _____

Name of Contact Person: _____ **Title:** _____

A. Scope of Proposal. Please indicate below which of the following types or categories of snacks (and brands or flavors) you are offering to provide to Mountain Purchasing Cooperative. You may add additional items if you wish. For each item offered please supply (ATTACHMENT A), the nutritional & ingredient label of the product along with the Smart Snacks Product Calculator results. All products must meet USDA "All Foods Sold in Schools" Standards (attached to RFP).

Category of Snacks	Yes	No	Brands and flavors (use additional sheets as needed)
Snack Crackers			
Baked Chips/Pretzels			
Sweet Rolls/Pastries/Snack Cakes			
Granola Bars/Trail Mix/Nuts			
Candy Items			
Beef Jerky			
No or Low Calorie Beverages			
Other Items			

B. Vending Commission. What commission do you offer to pay Mountain Purchasing Cooperative based on sales from vending machines/a la carte sales? What retail price do you propose to charge? What volume estimate (in cases) is your proposal based upon?

Category of Snacks	Est. Usage	Commission	Case Price/Pack Size	Retail Price per item
Snack Crackers	7,000	%	\$	\$
Baked Chips/Pretzels	20,000	%	\$	\$
Sweet Rolls/Pastries/Snack Cakes	10,000	%	\$	\$
Granola Bars/Trail Mix/Nuts	3,000	%	\$	\$
Candy Items	4,000	%	\$	\$
Beef Jerky	8,000	%	\$	\$
Other Items	10,000	%	\$	\$
No or Low Calorie Beverages	20,000	%	\$	\$

C. Please list below any other snack vending merchandise, services and/or equipment the vendor will offer to the schools within the Mountain Purchasing Cooperative

Merchandise: _____

Service: _____

Equipment: _____

Other: _____

3. Supplies and Equipment Consideration	Yes/No
A. Vending Machines. Will you provide and service in a timely manner the vending machines required by the specifications at no cost to Mountain Purchasing Cooperative?	
B. Vending Machine Operation. Will you ensure that all vending machines are equipped with electronic timers? And, will you ensure that all vending machines are capable of providing an accurate reading of sales, per item sold and time sold?	
Vended Snacks Proposal for 2018-2019 Based on Estimated Usage (Profit based on commission to MPC)	\$ _____

Please place the proposal in a sealed envelope marked on the outside of the envelope as follows:

"Vending Proposal"
 Proposal Opening: May 7, 2018 2:00pm
 Name of Vendor:
 Address:
 Contact Person:
 Title:
 Telephone Number:

Signature: _____ **Date:** _____

Title: _____