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March 28, 2025

To Whom It May Concern:

Attached is a IFB for pizza products for the school year 2025-2026. Buncombe County Public Schools' School Nutrition Program is seeking Pizza product proposals for the new school year that begins with school delivery sites opening August 25, 2025. All proposals must be received at the Buncombe County Public Schools Central Office by Friday, April 25, 2025 at 10:00 a.m. Proposals may be mailed or hand delivered as indicated below to the Buncombe County Public Schools Central Office. **FAX proposals will not be accepted.**

Pizza delivery will be made available to all high and middle schools. All deliveries shall be received no earlier than 20 minutes prior to serving time and no later than 10 minutes prior to serving time to ensure that quality product is available in time for serving. Schools with large number of students and several serving times over an extended length of time will require more than one delivery. The number and times for delivery will be determined by the School Nutrition Manager. Three copies of a delivery ticket are to be signed by the school nutrition manager or her/his designee. Any tickets not signed by the designated school nutrition staff person will not be eligible for payment. Freshness must be guaranteed. It is the intent for the school nutrition office to pay by invoices on a weekly basis.

By signing the document enclosed, the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards. Form AD-1048 (1/92) must be signed and returned with the bid document.

No proposal is acceptable unless returned in a sealed envelope. The envelope must be plainly marked "**007-25 Pizza Bid**", must be **sealed**, and state **time** and **date** of the opening. No bids will be acceptable by facsimile.

Should you have any questions, please contact me at 828-255-5933. Thank you for your interest in the school nutrition program in the Buncombe County Public Schools.

Sincerely,

Lisa C. Payne
School Nutrition Director

Solicitation (IFB, RFP, RFQ) No. 007-25

Bidder/Offeror: _____

THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO MAY SUBJECT YOUR BID TO REJECTION.

ATTENTION

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

This page will be removed and shredded, or otherwise kept confidential, before the procurement file is made available for public inspection.

OFFEROR: _____

Buncombe County Schools School Nutrition Program 175 Bingham Road Asheville, NC 28806	INVITATION FOR BIDS No. 007-25	
	Bids will be publicly opened: April 25, 2025 at 10:00 AM	
	Contract Type: Price per Pizza	
Refer <u>ALL</u> Inquiries to: Kelly Frady Telephone No. 828-255-5932	Commodity: Pizza Products	
E-Mail: kelly.frady@bcsemail.org	Using Agency Name: Buncombe County Schools (abbreviated as BCS)	
(See page 2 for mailing instructions.)	Period: School Year 2025-2026 for 17 regular schools. By mutual agreement BCS and the Bidder shall have the option to renew the Contract for four (4) additional ten (10) month periods.	
Website: www.buncombe.k12.nc.us		

NOTICE TO BIDDERS

Sealed Bids, subject to the conditions made a part hereof, will be received at this office (Buncombe County Schools School Nutrition Program, 175 Bingham Rd. Asheville, NC 28806) until April 25, 2025 at 10:00 AM, on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine in response to this invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this bid is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a bid for the same commodity, and is in all respects fair and without collusion or fraud. Under penalty of perjury, the undersigned offeror certifies that this quote has not been arrived at collusively or otherwise in violation of Federal or North Carolina law.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late Bids are not acceptable.

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for 45 days from date of opening unless otherwise stated here: ____ days

Prompt Payment Discount: _____ % _____ days

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of Buncombe County Schools School Nutrition Program shall affix their signature hereto and this document and the provisions of the special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder.

FOR Buncombe County Schools School Nutrition Program USE ONLY	
Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification,	
by _____ (Authorized representative of BCS).	

OFFEROR: _____

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Bid **MUST BE SEALED**. Each bid must include: a copy of the nutritional analysis of each pizza, most recent health inspection for each store and attached forms A-H. Address envelope and mark "Pizza Bid" as shown below: It is the responsibility of the offeror to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
BID NO.007-25 - Pizza Bid Buncombe County Schools School Nutrition Program 175 Bingham Road Asheville, NC 28806	BID NO.007-25 - Pizza Bid Buncombe County Schools School Nutrition Program 175 Bingham Road Asheville, NC 28806

TABULATIONS: After the public opening of the Bids school officials will require at least 5 days for review. Verbal tabulations of quotes and award information can be obtained by calling the purchaser listed on the first page of this document.

TRANSPORTATION CHARGES: Transportation and delivery charges must be included in the total price per unit.

CONTRACT PERIOD: July 1, 2025 through June 30, 2026. BCS and successful vendor may extend this bid, upon mutual agreement, up to four (4) years.

Complete information must be given for each bid item. Failure to complete brands, code numbers, and all prices requested may result in rejection of the bid. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

SCOPE AND PURPOSE: It is the intent of the SFA to contract with an interested party or parties for the purchase of large (14"-16") fresh baked, ready-to-eat pizza or raw ready to bake pizza to be delivered to designated schools. All pizza bids must comply with specifications as identified on the form found on page 20. This bid also covers quality assurance and HACCP procedures used by the vendor.

AWARD CRITERIA: The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by the BCS to be most advantageous or to constitute its best interest. The right is reserved by BCS to reject any or all bids.

DEVIATIONS: Any deviations from specifications and requirements herein shall be clearly pointed out by bidder. Otherwise it will be considered that product offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations shall be explained in detail below the item or on an attached sheet. However, no implication is made by BCS that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

DESCRIPTIVE LITERATURE: All bid entries shall be accompanied by the following current documentation (confirm with the manufacturer that you have the most current version): Product label with ingredients, List of all allergens, Nutritional analysis, and official corporate product specification sheet with a signature.

E-PROCUREMENT: This is not an E-Procurement purchase and consequently not subject to the 1.75% fee. In order that you may present competitive bids, please insure that you have not marked up your bid to cover this fee.

OFFEROR: _____

FIRM BID: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal through December 31, 2025. Successful bidder may petition in writing by November 16, 2025 for a price increase due to market conditions effective January 1, 2026. Any request for a price increase is subject to negotiation and will be approved or refused on the basis of comparison of supplier invoicing at the time of bid opening and invoicing at time of request to increase price. Third party market reports will also be used to determine market condition. In the event there is an uncustomary drop in the market price of any item or items covered by the contract, BCS will request a voluntary reduction in pricing by the bidder. BCS reserves the right to audit invoices from the successful bidder's suppliers periodically throughout the bid period. Whenever an audit reveals an overcharge, a credit will be due on each case delivered at the incorrect price. Whenever an audit reveals an undercharge an adjustment will not be permitted. Original bid prices, which have not been petitioned for adjustment or withdrawal, and those approved for January 1, 2026 through June 30, 2026 shall be considered firm and not subject to change or withdrawal through June 30, 2026.

PRODUCT SPECIFICATION: Only Large 14" 15" or 16" pizzas shall be delivered to the School Nutrition Program. All Pizzas must meet the following specifications:

Crust: dough to equal to 16 oz in weight. (specify weight of crust)

Sauce: A tomato paste base with a blend of Italian seasoning. Total sauce to exceed 4.6 oz in volume.

Cheese: Shall be 100% real cheese only. No cheese substitutes or imitation cheese products shall be used. Part skim mozzarella cheese is preferred. If the bidder uses other varieties of cheese or a blend of cheeses, this must be noted and will be subject to approval by the School Nutrition office. Total cheese weight shall equal or exceed 16 oz.

Meat Topping: Meat toppings other than pepperoni may be used to replace part of the cheese however, documentation must be provided to substantiate the amount of topping required to provide the oz. equivalent of lean meat/meat alternate (each slice must provide 2 oz. meat/meat alternate minimum). Pepperoni shall be a minimum of 24 whole slices with a minimum weight of 2.0 oz.

*All large pizzas shall be cut in eight (8) equal slices prior to delivery

PRODUCT PACKAGING AND LABELING: All pizzas delivered for the School Nutrition Program shall be individually packaged bearing the vendor's logo. All packaging shall be an oven-proof box with lid. Each box shall contain a lid support placed in the center of the pizza to prevent the lid from sticking to the pizza resulting in less than a first quality product. Parchment paper or wax sheets bearing the vendor's logo will also be supplied for serving individual slices, but shall not substitute for the individual box packaging.

N.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association, or corporation to show the award is made must comply with the laws of North Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the successful bidder agrees to subject him/herself to the jurisdiction and process of the courts of the State of North Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any question as to the liability for taxes, licenses, or fees levied by the State.

ENERGY USE AND CONSERVATION: Vendor agrees to recognize mandatory standards and polices related to energy efficiency which are contained in the State Energy Plan (http://www.energync.net/resources/docs/pubs/sep_12-04.pdf) issued in compliance with the United States Energy Policy and Conservation Act (PL 94-165)

CIVIL RIGHTS PROVISIONS: The contractor providing services under this Invitation to Bid must comply with the provisions of the Civil Rights Act of 1964, as amended.

HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, BCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

EMPLOYMENT HOUR & WAGE LAW: The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment.

EQUAL EMPLOYMENT OPPORTUNITY: In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicants(s) for employment because of age, race, religious creed, sex, national origin or handicap.

FEDERAL EPA REQUIREMENTS: The contractor must comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

RETENTION OF RECORDS: The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The district, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

DRUG FREE WORKPLACE ACT: The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.

OFFEROR: _____

TAXES: Certain non-food items purchased under this contract by the school district are not subject to State and Federal Taxes. A substitute tax exemption certificate will be furnished upon request.

ERROR IN BID: In case of an error in the price extensions the unit price will govern. No bid will be altered, or amended after the specified time and date set for the bid opening.

INDEMNIFICATION: Seller shall indemnify and hold harmless BCS, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller shall indemnify and save harmless BCS, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of BCS in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless BCS, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

BUY AMERICAN PROVISION: Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase to the maximum extent possible, domestic commodities or products used in meals served in the NSLP and SBP. "Domestic commodity or product: is defined as one that is produced in the United States and over 51 percent of the final processed product consists of agricultural commodities that are grown domestically.

ORDERS: Each school's School Nutrition manager shall place an order for the quantity of pizzas needed by 3:00 p.m. daily for the next serving day's delivery. Any additions or deletions shall be made by 9:00 a.m. on the day of serving. Additions and deletions shall be the exception; schools that do not follow these procedures should be reported to the School Nutrition office.

DELIVERY: Pizza delivery will be made available to the 6 senior high schools and 7 middle schools, to the Buncombe Discovery Academy when requested, and to any additional schools or programs that the School Nutrition Department may add in the course of the school year. Each school will be given the option to participate in the program and will determine the number of times per week they wish to participate. In addition, other schools may request deliveries on an occasional basis for use in the School Nutrition Lunch Program. Arrangement for special meals will be made well in advance of the date needed. The successful bidder shall receive a list of the schools, addresses, telephone numbers and the School Nutrition Manager's name. BCS reserves the right to consider the delivery time offered as a factor in award of contract. Deliveries shall be made to the receiving area of the individual school kitchens (not office area). All deliveries shall be received no earlier than 20 minutes prior to serving time and no later than 10 minutes prior to serving time to ensure that quality product is available in time for serving. Schools with large number of students and several serving times over an extended length of time will require more than one delivery. The number and times for delivery will be determined by the School Nutrition Manager. All pizzas must be transported to schools in insulated carriers or pouches to assure that proper temp is maintained. The manager may designate that some pizzas be delivered raw ready to be baked. Pieces that students reject will be deducted from the bill. Deliveries will not be made on weekends or school holidays. A calendar of the school year will be provided.

PAYMENT: Invoices for purchases are paid by the School Nutrition Department. In order to facilitate the handling of these invoices, the vendor must adhere to the following instructions: All items must be marked on a ticket. Unit prices for all items shall be recorded and invoices shall be accurately extended. The vendor must issue an invoice in triplicate at the time of delivery and all three (3) copies must be signed by the School Nutrition Manager or designee. One (1) copy will be left with the manager at the school at the time of delivery, two (2) copies are returned to the vendor (one of the two copies must accompany the monthly statement for payment) BCS will not be responsible for payment for product delivered without an invoice signed by the School Nutrition Manager or their designee. Signed invoices must be sent to the BCS School Nutrition office at the above address on a weekly basis. It is the intent of the School Nutrition office to pay by invoices on a weekly basis. It is the policy of BCS to make payment by invoice rather than by statement. All accounts must be settled by June 15, 2026.

BID PRICES: Price quoted shall include delivery of items to the schools and shall include all charges for packaging, transportation to the schools, gratuities for delivery person, and any other charge incurred by the vendor. Prices quoted shall not include State sales tax nor Federal Excise Tax. Tax Exemption Certificate shall be furnished upon request. Prices shall be stated in units specified in the bid. No gratuities, coupons, promotions, etc. will be considered in the bid.

SAMPLES: Samples are not required prior to bid opening date; however, if required later, bidder agrees to furnish samples of items offered at no expense to BCS within 5 consecutive calendar days after request is made. Bids which do not comply with these requirements shall be subject to rejection. It is the Bidders responsibility to ensure that items are delivered on time and in good condition. Samples must be **one full case** pulled from existing stock with proper labels attached. Nutritional information – fact labels, ingredients, and list of allergens shall be sent for every sample. Regulations require that all foods purchased be of "domestic origin" to the maximum extent practicable.

OFFEROR: _____

WARRANTY: The bidder warrants that all goods delivered pursuant to the contract shall meet the customary standards in the industry; shall be free from defect; shall conform strictly to the specifications, package count as stated, or samples specified or furnished; and shall be manufactured, processed, packaged, stored, handled, transported and delivered in full compliance with all applicable federal, state and local laws, and regulations and industry standards. This warranty shall survive any inspection, delivery, acceptance, or payment by BCS of the goods. This express warranty is in addition to the bidders implied warranties of merchantability and fitness for a particular purpose, which shall not be disclaimed by the bidder.

GUARANTEE: The vendor must guarantee all pizza delivered to the School Nutrition Program for freshness, flavor, appearance, and/or defect. Pizzas that are less than first quality product shall be returned to the vendor for credit replacement. Any item delivered in an unacceptable condition will not be accepted.

SANITATION REQUIREMENTS: School officials may routinely inspect Contractor's warehouse and trucks. The warehouse and truck shall be clean, be free of insects and rodents, and be adequate for storing and delivering products.

FACILITIES AND EQUIPMENT: The contractor shall have adequate warehouses to supply products.

SUBSTITUTES: No substitution in item or quality is to be made by vendor without prior approval and sampling by the School Nutrition Office.

PROMOTIONAL ITEMS: The successful bidder shall be responsible for assisting the promotion of the product to students. Point of sale materials, banners, and posters are expected. The School Nutrition Director will decide how and where materials will be used.

STANDARDS: Each store must be ServSafe certified. A copy of the most recent health inspection of each store that will deliver shall be submitted with your bid. The inspection shall be a GRADE A report to be considered a valid bid. Any bid received without the health inspection from every establishment that will be preparing the pizzas will be disqualified. A GRADE A inspection shall be maintained during the contract period. Review of inspection report files and on-site inspection of the facilities shall be approved upon request by the School Nutrition office.

NUTRITIONAL STANDARDS: A copy of the nutritional analysis of each pizza that the vendor bids shall be provided at the time of the bid opening.

E-Verify: Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the bidder, BCS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. BCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to BCS.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the State may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the State, and de-bar the Contractor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. BCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** BCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for BCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save BCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.
However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, BCS may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
16. **INSURANCE:**
COVERAGE - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
- Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
18. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
19. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE

This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change.

If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the contractor to other customers.
 - a. **Notification:** Must be given to BCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** BCS shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with BCS reserving the right to accept or reject the increase, or cancel the contract. Such action by BCS shall occur not later than 15 days after the receipt by BCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
24. **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.
25. **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 BCS property or at BCS 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. BCS reserves the right to prohibit any individual employee of Vendor from providing services on BCS property or at BCS events if BCS determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for the purchase of large (14"-16") fresh baked, ready-to-eat pizza or raw ready to be baked pizza to be delivered to designated schools. All pizza bids must comply with specifications as identified on the attached form titled "Pizza Bid Schedule and Specifications". This bid also covers quality assurance and HACCP procedures used by the vendor.

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term "Contract," as used in this document, means the comprehensive collection of:

- (1) this General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Item Specifications included in the IFB and any subsequent addenda thereto, the offeror's signed Bid Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this IFB,
- (3) the offeror's response to the IFB,
- (4) the offeror's Notice of Award document, and
- (5) any additional terms, conditions, or instructions issued by the SFA.

Collectively, these documents represent the entire agreement between the parties.

B. Contract Time Period

The time period for purchases covered by a Contract resulting from an award under this IFB is stated in the Bid Certification. The SFA reserves the right to award the Contract to a vendor for a longer initial term period than the time period stated in the Bid Certification if it is determined to be in the best interest of the SFA. Unless otherwise indicated in these General Terms and Conditions, all pricing will be firm throughout the entire contract period.

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period in accordance with the General terms and Conditions document entitled "Extension Clause."

The transfer, assignment, or subcontracting of contracts is prohibited, and the offeror agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this IFB without the prior written consent of the SFA.

C. Addendum

In the event any changes to this IFB occur subsequent to the mailing or other delivery of the original IFB, the changes or corrections to this Bid request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original IFB or any previous addendum. Each addendum will be mailed to all entities that are known to have received a copy of this IFB. The SFA is the sole authority for the issuance of any addendum related to this IFB. Any communications from any person or entity other than the SFA regarding any matters related to this bid are invalid and will have no influence on this IFB.

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any bid response.

D. Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or product number references.

In most cases, bids on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as "approved brands" especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or

products are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

All bids must identify the manufacturer, brand, portion size, etc. of the product being offered. **“Pre-Approved Equal”** Brands may be allowed where indicated. To offer “Pre-Approved Equal” items rather than any “approved brand” specified, the offeror must supply a complete description and sufficient data for the SFA to properly analyze the product being compared. Samples may be requested for items other than “approved brands”. These “Pre-Approved Equal” brands must be approved by the SFA **before** the bid opening. The SFA reserves the right to reject any brand submitted if the SFA does not have sufficient information or time to conduct taste-testing in order to deem the product as a “Pre-approved Equal”.

If the offeror fails to identify the manufacturer, brand, portion size, etc. for any item included in the bid, the SFA will assume the offeror is proposing **the exact brand/product and portion size identified in the specification**, and if awarded, the offeror will be required to furnish the **exact brand names, portion sizes, etc. as specified. Substitutions will not be allowed.**

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best communication practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

*If you discover or suspect error in the item specifications in this IFB, please note it as part of your bid response.

General Specification Provisions:

1. Quantities

Quantities reflected in this IFB are estimates based on the combined projected needs for the SFA during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this IFB, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, 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.

2. Packaging

Unless otherwise provided for in this IFB, all products supplied under any Contract resulting from this IFB must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under Contract resulting from this IFB for which palletizing is appropriate must be delivered on standard 48” 4-way pallets in good, serviceable condition.

3. Pricing

All “Line Item” bids must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the bid response, and the offeror shall understand that if the item in question is awarded to the offeror, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., “portion price” or “price per ounce”), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire bid.

“Discount from Catalog” IFBs requires a single discount percentage to be applied to all items in the offeror’s published catalog, which must be supplied with the bid response.

“Cost Plus” bids will not be accepted unless otherwise requested in this IFB.

Proposed prices must be firm for acceptance for at least 90 days from the bid opening date, unless otherwise specified in this IFB or in the offeror’s response.

If during the term of the Contract, a successful offeror’s net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this IFB are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to the SFA.

4. Delivery and Transportation

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 6:30 A.M. and 1:00 P.M. Monday through Friday, except holidays.

Unless otherwise noted in this IFB or in the Purchase Order, the offeror must deliver products awarded under this IFB within ten (10) working days after receipt of a Purchase Order. The vendor must immediately notify the SFA, by telephone and/or fax, if any delays occur. The SFA will have the option to cancel the order if unable to accept the delay. At the discretion of the SFA, items received after the due date, for which the SFA has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the SFA.

Repeated failure to meet delivery dates will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract", and "Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the SFA.

All freight, delivery, and handling charges are the responsibility of the offeror, and all bid prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required.

Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this IFB, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this IFB, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

When the needs of the SFA require immediate response, the right to pick up products awarded under this IFB on an "over the counter" basis must be available for the majority of the items awarded to a vendor. Under such circumstances, the SFA's personnel may pick up products at the vendor's warehouse location at the agreed-upon price with no minimum purchase required.

Except for items that have hidden defects or that do not meet specification, title to all products shall pass to the SFA upon receipt and acceptance at the time of delivery.

5. Quality

Unless otherwise indicated in the IFB, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the SFA will not accept "factory seconds" or otherwise inferior goods, and reserves the right to return any such item(s) within (30) days of receipt at vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to the SFA upon request. Providing a web site access location to MSDS information is an acceptable alternative.

6. Product Inspection, Testing, and Defective Items

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the SFA. Tests may be performed on any samples submitted as part of the bid or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the bid item specifications or the General Terms and Conditions of the IFB, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection

and/or testing by a vendor will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized. All products in the SFA's warehouse at the time of any such cancellation must be picked up and credit issued to the SFA. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The SFA shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

7. Samples

If samples are needed for bid evaluation, they will be requested as part of the IFB or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request.

Samples must be furnished free of expense to the SFA. Samples must be labeled with the SFA Bid Name, Item Number, Product Identification number(s), and the name of the offering entity. Do not include samples with the bid response unless otherwise instructed in the IFB.

All samples will be retained by the SFA for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination of testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by the SFA for the purpose of determining the quality of the delivered items are comparable to the samples. The SFA shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

8. Warranties

By submission of a bid, the offeror warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this IFB will be free from all defects in material, and title.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this IFB. This warranty shall provide for replacement of defective merchandise from the SFA location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

9. Buy American provision

SFAs participating in the National School Lunch and School Breakfast programs in the contiguous United States are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define "domestic products" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

E. Bid Evaluation and Award

All bids received in response to this IFB which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Bid Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any bid will not constitute an assessment of its meeting the necessary qualifications, and any bid may be disqualified at any time during the process of evaluating bids for failure to meet any other terms or conditions contained anywhere else in the bid request.

The SFA reserves the right to waive any or all bid irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bids in their entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items included in the bid in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by the SFA. In evaluating the bids received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA to comply with any applicable laws or rules; (10) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (11) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the SFA may use all means at their collective disposal to evaluate the bids received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/of services offered to fit the needs of the SFA, will be made by the School Nutrition Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee.

Unless otherwise indicated in this IFB, "all or nothing" bids are not acceptable and will be rejected. The offeror must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share the business with any other successful offerors.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by the SFA.

The SFA reserves the right to require a performance bond as it is deemed necessary.

F. Substitutions

The SFA will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the SFA, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the SFA will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this General terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from the SFA.

G. Deviations from Item Specification or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the offeror at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the bid response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

H. Contract and Purchase Order Requirements

A response to this IFB is an offer to contract with the SFA based upon the Item Specifications and the General Terms and Conditions contained in the IFB. Offers do not become Contracts unless and until they are both accepted by the SFA through an Award Notice to the offeror, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SFA.

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the IFB and any subsequent addenda thereto, (2) the offeror's signed Bid Certification and any subsequent addenda thereto, (3) the offeror's entire response to the IFB, (4) the offeror's Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All binding agreements should be submitted as part of the bid packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

I. Invoices, Packing Lists, and Payment Conditions

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the SFA.

The SFA will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

Notwithstanding the above, the payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each Invoice should include the vendor's normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above.

At the option of the SFA, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the SFA, invoices may be corrected upon receipt and payment may be made based upon their corrections.

J. Records Retention Requirements

By signing this bid, the offeror understands that the SFA, 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.

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

The offeror must retain pertinent records identified by source, type, and category of beverages for a minimum of three years after the SFA 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 issues raised by the audit.

K. Remedies for Non-Performance of Contract, and Termination of Contract

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

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Bid Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Bid Certification.

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 SFA may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

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 this 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.

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

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this IFB,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this IFB relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA,
- (4) the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- (5) 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.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, 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 SFA elects to purchase other products from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the contract, the SFA 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 SFA.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future bid from the defaulting vendor.

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

L. Force Majeure Consideration

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 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.

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. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and 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.

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.

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

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 SFA 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 SFA’s rights as provided elsewhere in this contract.

M. Venue

This agreement will be construed and governed according to the laws of the State of North Carolina. Both parties agree that venue for any litigation arising from this contract shall lie in Buncombe County, North Carolina.

N. 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.

O. 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 that 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.

P. Extension Clause

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national Consumer Price Index, *Cost of Food Away from Home*, increase.

Q. Regulatory Compliance

1. The offeror and SFA 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.
2. The offeror 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. 94 – 163).
3. The offeror 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.
4. The offeror 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”.
5. The offeror shall comply with the “Buy American” provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
6. The offeror shall comply with the provisions of the Consumer Product Safety Act.
7. The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
8. The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

R. Assurance of Non-Collusion

By signing this bid, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this IFB,
- (2) This bid has been arrived at independently and is submitted without collusion with any other offeror, 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 any offeror an unfair advantage over any other offeror with respect to this RRP.
- (3) The offeror 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 SFA or any of its members in connection with any information or submission related to this bid, any recommendations, decision, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid,
- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of bids.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

S. Assurances regarding Legal and Ethical Matters

By signing this bid, the offeror assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this IFB,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this IFB to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this IFB,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) 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 SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA 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,
- (12) neither the SFA 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 SFA declares the offering entity in default,

OFFEROR: _____

- (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
- (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

T. Bid Acceptance

The period for acceptance of this bid will be thirty (30) calendar days unless a different period is indicated by the offeror.

U. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given below this document. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

V. Questions Regarding Request for Bid

Questions or requests for additional information concerning this bid or the specifications should be addressed to:
Buncombe County Schools
School Nutrition Dept.
175 Bingham Rd.
Asheville, NC 28806

VENDOR'S REQUIRED ATTACHMENTS

- Attachment A** **Vendor Bid Certification**
- Attachment B** **Vendor's HACCP Plan Summary**
- Attachment C** **Vendor's Evidence of Required Insurance**
- Attachment D** **Vendor Information Page**
- Attachment E** **HUB Certification**
- Attachment F** **Certification for Contracts, Grants, Loans, Cooperative Agreements and Lobbying**
- Attachment G** **Instructions for Certifications, Debarment, Ineligibility and Voluntary Exclusion**
- Attachment H** **Lunsford Act Compliance**
- Attachment I** **Iran Divestment Act Certification**
- Attachment J** **Dealership Listing**
- Attachment K** **No Response**
- Attachment L** **Bid Pricing/Specification**

OFFEROR: _____

Attachment A

**Buncombe County Schools
School Nutrition Program
VENDOR BID CERTIFICATION
to Include any Summer Nutrition Programs**

Bidder Failure to execute/sign Bid prior to submittal shall render Bid invalid.

ADDENDUMS ____ THRU ____ WERE RECEIVED PRIOR TO BID SUBMITTAL

VENDOR: _____

FEDERAL ID OR SOCIAL SECURITY NUMBER _____

ADDRESS: _____

CITY & STATE _____ ZIP: _____

TYPE OR PRINT NAME & TITLE OF PERSON SIGNING THIS BID AND PROVIDE E-MAIL:

NAME/TITLE: _____

E-MAIL _____

I certify by my signature below that the PRICES quoted in this IFB are correct and that I have the authority to obligate the company to perform under the terms and conditions stated in this IFB/Contract.

AUTHORIZED SIGNATURE: _____ DATE: _____

COMPANY _____

THE METHOD OF AWARD WILL BE:

Pizza Products Line Item prices

I certify by my signature below that the PRICES quoted in this IFB are correct and that I have the authority to obligate the company to perform under the terms and conditions stated in this IFB/Contract.

Print Name of Person Authorized to Sign Bid Signature of Person Authorized to Sign Bid

Print Name of Vendor/Company/Organization Date

OFFEROR: _____

Attachment B
Vendor's HACCP Plan Summary

OFFEROR: _____

Attachment C
Vendor's Evidence of Required Insurance

OFFEROR: _____

Attachment D
Vendor Information Form

Company Name: _____

Contact Person for Orders: _____

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

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

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

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

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

OFFEROR: _____

Attachment E

HUB Certification

Historically Underutilized Business (HUB) Certification

Companies submitting Bids that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) Entities are encouraged to indicate their HUB status when responding to this IFB.

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:**

- **Minority**
- **Small Business**
- **Women Owned**

Company Name (Print)

Signature of Authorized Representative

My company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

Company Name (Print)

_____ **Signature of**
Authorized Representative

Attachment F

Certification for Contracts, Grants, Loans, and Cooperative Agreements/Lobbying

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 the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Print)

Authorized Signature

Date

OFFEROR: _____

Attachment G

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

1. The prospective participant certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

Organization Name (print) IFB #

Name and Title of Authorized Representative (print)

Signature Date

By signing and submitting this form, the prospective Vendor is providing certification they have accessed and verified at the following website: <http://www.doa.state.nc.us/PandC/actions.asp> that the Vendor is not currently debarred or suspended from conducting business in the state of North Carolina.

Attachment H

NC LUNSFORD ACT N.C. GENERAL STATUTE 14-208.18

Buncombe County School District

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.

CRIMINAL BACKGROUND CHECKS: The Vendor shall conduct criminal background checks on each of its employees who, pursuant to the Agreement, engage in any services of Buncombe County School District property or at Buncombe County School District 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. The Buncombe County School District reserves the right to prohibit any individual employee of Vendor from providing services on Buncombe County School District property or at Buncombe County School District events if the Buncombe County School District determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Company Name (Type)

Signature of Authorized Representative

Date

OFFEROR: _____

Attachment I
CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature

Date

Name Title

Printed

*Note: Enacted by Session Law 2015-118 as G.S. 143C-55 et seq., but has been renumbered for codification at the direction of the Revisor of Statutes.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
 and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, please contact Meryl Murtagh at *Meryl.Murtagh@nctreasurer.com* or (919) 814-3852.

OFFEROR: _____

Attachment J

**Buncombe County Schools
Dealerships Listing**

If your company has more than one location that will be servicing this contract, please list each location below. If additional sheets are required, please duplicate this form as necessary or attach list with requested information.

(Please Type or Print)

Company Name

Address

City

State

Zip

Phone

Fax

Email

Contact Person

Company Name

Address

City

State

Zip

Phone

Fax

Email

Contact Person

OFFEROR: _____

Attachment K

**Buncombe County Schools
No Response Form**

By my signature, I _____

Certify that on _____, _____
Date Company

Has reviewed Buncombe County's solicitation for dairy and elects not to submit a bid.

Authorized Signature

Title of Individual

Address of Company

City, State, Zip Code

Telephone Number

Fax Number

OFFEROR: _____

Attachment L

**Buncombe County Schools
Pizza Bid Pricing
2025-2026**

Price is to include delivery, food cost and all related costs

Only large 14" 15" or 16" pizzas (fresh baked or take and bake) shall be delivered to the School Nutrition Program. All pizzas must meet the following specifications:

Crust: Dough to equal 16 oz in weight. Buncombe County School Nutrition has a Whole Grain waiver and is using regular crust.

Sauce: A tomato paste base with a blend of Italian seasoning. Total sauce to exceed 4.6 oz in volume.

Cheese: Shall be 100% real cheese only. No cheese substitutes or imitation cheese products shall be used. Part skim mozzarella cheese is preferred. If the bidder uses other varieties of cheese or a blend of cheeses; this must be noted and will be subject to approval by the School Nutrition office. Total cheese weight shall equal or exceed 16 oz

Meat Topping: Meat toppings other than pepperoni may be used to replace part of the cheese however, documentation must be provided to substantiate the amount of topping required to provide the oz. equivalent of lean meat/meat alternate (each slice must provide 2 oz. meat/meat alternate minimum). Pepperoni shall be a minimum of 24 whole slices with a minimum weight of 2.0 oz.

*All large pizzas shall be cut in eight (8) equal slices prior to delivery

	Cost Per Pizza	Size	Slice
Pepperoni	\$		8
Cheese	\$		8
Beef	\$		8
Italian Sausage	\$		8
Specialty (vegetarian)	\$		8

I certify by my signature below that the costs quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined on pages 3-5.

Print or Type Name

Authorized Signature

Date

Title

Telephone Number