



Alamance Burlington Schools School Nutrition Services

1712 Vaughn Rd, Burlington NC 27217
Tel: (336) 570-6080

Fax: (336) 570-6680

REQUEST FOR PROPOSALS

FOR

Fresh Milk Products

Issued on: May 4, 2026

Due Date: Monday May 18, 2026 at 10:00 am

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.



Alamance Burlington Schools School Nutrition Services

Request for Proposals

Items for Proposal: Fresh Milk Products

Type of Contract: Annual with Option to extend contract for a maximum of four (4) additional years, one (1) year increments)

Contract Period: August 15th, 2026 – August 14th, 2027

Deadline for submitting questions:

Date: May 12th, 2026
Time: 10:00 A.M.
Contact: Lori Snow
lori_snow@abss.k12.nc.us

RFP Due: **Monday May 18, 2026**
10:00 A.M.

Submit Proposals to: lori_snow@abss.k12.nc.us

If you do not plan to submit a proposal, please complete the NO BID RESPONSE attachment and email it to lori_snow@abss.k12.nc.us .

Alamance Burlington Schools reserves the right to reject any or all proposals and to waive any irregularities or technicalities.



School Nutrition Services
Spencer Brown, Executive Director
1712 Vaughn Rd
Burlington NC 27217
Tel: (336) 438-4000 ext. 20061 Fax: (336) 570-6680

REQUEST FOR PROPOSALS

Proposals will be received **electronically** by the Alamance Burlington Schools School Nutrition Services, hereby referred to as the SFA, **until 10:00 AM on Monday May18th, 2026.** There will not be a public opening. Proposals submitted via facsimile (FAX) machine in response to the Request for Proposals **will not** be accepted.

FRESH MILK PRODUCTS: Proposals are requested for furnishing and delivering fresh milk daily to the School District's School Nutrition Program. Fresh milk will be delivered to (33) schools in Alamance County beginning August 15, 2026 and continuing through August 14, 2027. During June, July & August, milk deliveries will still need to be made to some schools for the Summer Feeding Program. (A list of schools is included in the RFP) All products must comply with *Nutritional Standards for all Foods Sold in Schools as required by the Healthy Hunger-Free Kids Act of 2010* and additional specifications outlined in this document.

The initial contract term will be from August 15, 2026 through August 14, 2027.

Proposals will be received **electronically**. Proposals are to be emailed to Lori Snow, lori_snow@abs.k12.nc.us with "Fresh Milk Products RFP" in the subject line.

The contract will be between the offeror and the SFA. The offeror shall provide assurances that all operations addressed in the RFP will be conducted in a manner that is consistent with the goals of the SFA's School Nutrition Program.

A competitive proposal process will be used to procure services from the offeror. All procurement transactions shall be conducted in a manner that provides maximum free and open competition consistent with Federal regulations as defined in 7 CFR 3016.

Any proposal received after the exact time specified will not be considered. No other form of proposal will be accepted, including proposals submitted by fax. All proposals are confidential and will not become public knowledge until opened. All proposals will remain sealed until after the submission deadline. The School Nutrition Services Office will thoroughly review all proposals

received. Proposal prices cannot be changed after the submission deadline. The SFA will not be responsible for proposals or related correspondence that are not delivered by the deadline. The date/time of the email received record of the SFA will indicate the official time of receipt.

AWARD METHOD:

It is not the policy of School Nutrition Services to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by School Nutrition Services and Alamance Burlington Schools Board of Education. In evaluating the proposals received and determining the best value for SNS, the SNS may consider any combination of the following criteria: (1) the purchase price (2) the vendor's location, service, and delivery capabilities; (3) the vendor's past performance with the SFA (4) quality of product(s) and/or service(s) (5) successful bid completion.

School Nutrition Services reserves the right to waive any irregularities and to award and/or reject any or all proposals.

PRODUCT SPECIFICATIONS:

1. Specifications of items for proposal are listed on the enclosed **Proposal Price Sheet** and are to be considered a part of this Proposal Schedule and Contract.
2. The Vendor shall provide documentation of **Vendor Brand Labels** being proposed.
3. Vendor must include with the proposal product specifications and nutrition information.
4. Failure to submit required documentation may be grounds for disqualification of the proposal. Consideration of award shall be based on the information submitted by the Vendor as shown on the attached **Proposal Price Sheet**.

SPECIAL CONDITIONS:

The SFA retains the right to Special Condition(s). Any Special Condition shall be titled as such and included in the RFP. Any Special Conditions established by the SFA as part of this Proposal and the Vendor's response to the Special Condition(s), shall become part of the Contract when awarded.

PRODUCT PRICING:

- A. The cost of the unit specified bid net cost only. Deduct all discounts, trade and terms. Delivery costs, and all taxes, except North Carolina Sales Tax on taxable items are to be included in the item price. However, bid items for which North Carolina Sales Tax will be charged should be noted if applicable.
- B. All milk bid prices shall be firm until (30) thirty days after the start of the bid period, after which prices for milk can increase or decrease in accord with changes in Class 1 raw milk prices based on monthly Federal Milk Order Announcements for the applicable geographic zone. Prices for milk delivered can be increased or decreased at the rate of \$.001 per half pint for each full \$.015 increase/decrease in raw milk per hundred weight.

- C. The vendor should base their price on May 2026 milk market order. Monthly price changes are made based on comparison back to original market order, which was the base of the bid. The increase/decrease is added to the original bid.
- D. Price changes must be submitted three (3) days prior to the end of the month to be effective the 1st day of the following month.
- E. The vendor should return all discounts, credits and rebates for the items purchased by the district to the district.

The SFA will award one contract for milk services based on what best fits the needs of the district.

NUTRITIONAL INFORMATION:

Each bidder shall submit with the proposal, nutritional information about their product. Such information must include grams of protein, grams of fat, grams of saturated fat, grams of trans fat, grams of carbohydrates, grams of sugars, number of calories and milligrams of sodium for an individual unit for each proposed product.

QUANTITIES:

Quantities reflected in this Proposal are estimates based on projected needs during the contract period. The accuracy of this estimate may be affected by numerous factors including but not limited to budgetary adjustments, product pricing, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

The SFA's Product Usage Estimate is a guide to potential product usage, but under no circumstances guarantees product usage.

ORDERS:

The orders will be submitted to the Vendor awarded the Contract by the SFA on a schedule and by a method that is mutually agreeable to both parties. The SFA prefers the shortest lead time possible in order to minimize inventory levels at schools. Orders may be transmitted electronically or by fax as mutually agreed upon by the Vendor awarded the Contract and the SFA.

DELIVERY SCHEDULE AND STANDARDS:

First delivery for this proposal period will be on **August 15, 2026** for all schools and daily thereafter through **August 14, 2027**.

DAILY deliveries are REQUIRED to ALL school sites between the hours of 6:00 a.m. and 1:00 p.m Monday – Friday, except for holidays. Any exceptions must be approved by the School District School Nutrition Director or designee. A list of schools and addresses is attached to this Request for Proposals. **NO SALESMEN WILL CALL ON OR TELEPHONE THE SCHOOLS.**

Delivery Cost - ALL delivery costs are to be included in the per item proposal price.

Special Condition Requirements are included in the proposal. Please review carefully, sign and send back with the other required documents.

PRODUCT SUBSTITUTIONS:

NO substitutions for any item shall be made without the written consent of the Alamance Burlington Schools School Nutrition Services Office. Items must be shipped as specified on the proposal sheet and as scheduled on the order forms in order to be approved for payment. The School Nutrition Office shall be notified in writing in advance, but no later than ten (10) business days of any deficiency causing a delay in delivery of the order including but not limited to shipping problems or delayed merchandise. Any such deficiencies shall be considered grounds for termination of the proposal.

SAMPLES:

Samples will not be accepted prior to the proposal opening. Samples may be required after proposals are opened and before an award is made. If required, product samples shall be delivered to the School Nutrition Services Office at no cost to School Nutrition Services.

AWARD NOTIFICATION

The successful bidder will be furnished with an award letter and copy of the complete proposal package submitted after the final approval by Alamance Burlington Schools Board of Education.

BILLING:

ALL invoices must be in duplicate. One copy will be left with the cafeteria managers. Statements for the CALENDAR MONTH will be mailed PRIOR to the 5th day of the following month directly to THE ALAMANCE BURLINGTON SCHOOLS SCHOOL NUTRITION SERVICES OFFICE, 1712 Vaughn Rd Burlington NC 27217.

Payments will be made for accurate invoices by the School Nutrition Services Office MONTHLY.

PROMOTIONAL/SERVICE ITEMS:

The vendor shall, upon request, provide point of sale material to be used in the promotion of the product. Alamance Burlington Schools School Nutrition Services assumes no responsibility for such promotional items other than their return at the end of the contract period. Lost or damaged materials shall not be the responsibility of Alamance Burlington Schools School Nutrition.

ADVERTISING:

The vendor agrees not to use the results of this proposal nor resulting business resulting from the award of this proposal as a part of any commercial advertising, either oral or written, without the prior written approval of the Executive Director of School Nutrition Services, Alamance Burlington Schools.

CONTRACT CANCELLATION/EXTENSION:

Either party, without cause, upon 30 day written notice, may cancel this contract. In the event of contractor violation of any requirement of this contract, Alamance Burlington Schools School Nutrition Services may cancel this agreement without notice by phone.

RENEWAL OF PROPOSAL

Alamance Burlington Schools reserves the right to renew the contract for a period not to exceed four (4) additional terms of one (1) year (Aug 15 – Aug 14) each based on mutual agreement with vendor in accordance with the Extension Clause defined in the Standard Terms and Conditions accompanying this RFP.

INSURANCE:

Each vendor shall include with their proposal proof of insurance coverage for both product liability and personal or property damage caused by their employees. Such insurance coverage must include, but not necessarily limited to, automobile coverage, commercial general liability, and worker's compensation.

SUBCONTRACTING:

Subcontracting will not be permitted for any reason.

REQUEST FOR CLARIFICATION:

The SFA will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP.

Any questions regarding this proposal should be submitted in writing to the attention of Lori Snow, School Nutrition Procurement Specialist, lori_snow@abss.k12.nc.us on or before **May 12, 2026**.

Any questions the SFA feels are pertinent to all interested vendors, the SFA will email the question and answer to all vendors as clarifications or addenda to the RFP. Any information given verbally by any ABSS employee shall not be considered binding. In no event may a contractor rely on any oral statement or communication by the ABSS or its agents, advisors or consultants.

CONFLICT OF INTEREST:

All vendors must disclose in writing with their proposal the name of any employee of ABSS who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches or subsidiaries. By submitting a PROPOSAL, the vendor certifies that there is no relationship between the vendor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

REQUEST FOR PROPOSALS
FOR ALAMANCE BURLINGTON SCHOOLS
NONPROFIT SCHOOL NUTRITION PROGRAM
STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for furnishing and delivering "Fresh Milk Products" as needed for the Alamance Burlington Schools nonprofit School Nutrition Program.

The section titles contained in this Standard Terms and Conditions document are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

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:

- a) this Standard Terms and Conditions document, including any attachments and or amendments thereto,
- b) the Item Specifications included in the RFP and any subsequent addenda thereto,
- c) the contractor's signed Proposal Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the contractor's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFP,
- d) the contractor's response to the RFP,
- e) the contractor's Notice of Award document, and
- f) 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 services covered by a Contract resulting from an award under this RFP is stated in the Proposal 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 Proposal Certification if it is determined to be in the best interest of the SFA. Unless otherwise indicated in these Standard 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 Standard Terms and Conditions document entitled "Extension Clause."

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

C. Addenda

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

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 proposal response.

D. Product 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 model number references.

In most cases, proposals 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 models are identified, it is preferable for the contractor to propose the exact item specified, in addition to an alternate brand or model where desired.

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

E. 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 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” RFPs 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 RFP.

Proposed prices must be firm for acceptance for at least 90 days from the bid opening date, unless otherwise specified in this RFP 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 RFP are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to the SFA.

F. Delivery and Transportation

Unless otherwise noted in the Request for Proposals Special Condition section or the Purchase Order, or unless prior approval has been obtained from the SFA, all services shall be performed between the hours of 6:00 A.M. and 1:00 P.M. Monday through Friday, except holidays.

Repeated failure to comply with the service schedule will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this Standard 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.

G. Warranties

By submission of a proposal, the contractor warrants that he/she authorizes that all services proposed conform to the specifications for which they are being offered, and that all services supplied under any contract related to this RFP will be free from all defects in material, workmanship, 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 RFP. 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.

H. Insurance 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. Contractor shall submit prior to award of contract Certificates of Insurance for their Worker's Compensation and General Liability Insurance which outlines comprehensive, liability, and bodily injury coverage for each accident and person.

Alamance Burlington Schools must be endorsed as an Additional Insured on the commercial general liability policy.

Insurance Coverage: During the term of the contract, the Contractor at their 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. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- | | | |
|----|--|-------------------------|
| A. | Workman's Compensation | Statutory |
| | Employers Liability | \$500,000 |
| B. | General Liability (per person/per occurrence): | |
| | 1 Bodily and Personal Liability | \$1,000,000/\$2,000,000 |
| | . | |
| | 2 Property Damage | \$1,000,000/\$2,000,000 |
| | . | Aggregate |
| C. | Automobile Liability (per person/per occurrence) | |
| | 1 Bodily Injury | \$1,000,000 |
| | . | |
| | 2 Property Damage: | \$1,000,000 |
| | . | Aggregate |

Certificates of Insurance shall be filed with the Owner. During the term of the contract, the Contractor shall provide updated records whenever any of these coverages become outdated.

The certificate holder shall be named Attn: School Nutrition Services, Alamance Burlington Schools, 1712 Vaughn Rd, Burlington NC 27217.

I. General Indemnity

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the SFA and the affiliated local education agency (including the Superintendent, the Board of Education, as well as its officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Contractor (including its officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

J. Proposal Evaluation and Award

The SFA reserves the right to waive any or all proposal 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 proposals in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal 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 proposal price alone. All proposal items are subject to evaluation and approval by the SFA. In evaluating the proposals 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 extent to which the goods and/or services meet the needs of the SFA; (3) the vendor's level of prior experience and reputation performing the specified services; (4) the vendor's past performance with the SFA; (5) the warranties offered and the vendor's warranty service history; (6) the vendor's location, service, and delivery capabilities; (7) the probability of continuous availability of the goods and/or services offered; (8) the impact on the ability of the SFA to comply with any applicable laws or rules; (9) the total long -term cost to the SFA to acquire the vendor's goods and/or services; (10) packaging or the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (11) 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 proposals 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/or 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.

The successful contractor(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.

K. Regulatory Compliance

1. The contractor 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 contractor 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 contractor 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 contractor 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 contractor 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 contractor shall comply with the provisions of the Consumer Product Safety Act.
7. The contractor 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 contractor shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

L. Withdrawal or Modification of Proposal

Subject to the restrictions discussed below, the SFA will consider a WRITTEN request from any contractor that the proposal be allowed to be withdrawn, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR PROPOSAL SUBMISSION as stated in the Proposal Certification included with this RFP. A representative of the offering entity who is authorized to enter into contracts on behalf of the offering entity must manually sign any request for the withdrawal of any bid/proposal in ink, and the person signing the request must indicate his/her title along with his/her signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the Proposal Certification. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the SFA regarding the identity of the proposal or the identity of the offer relation to any request for the withdrawal of any proposal, the SFA will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by the SFA will require the completion and signature of a written receipt by the contractor's representative satisfactory to the SFA before the proposal will be released. The decision of the SFA in relation to any matters concerning proposal withdrawal will be final.

If a contractor requests to withdraw a proposal and the SFA allows the withdrawal of the proposal, the contractor may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the Proposal Certification included with this RFP, provided any new submission meets all the qualifications of proposal submission included in these Standard Terms and Conditions.

If a contractor resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the offering entity must initial all alterations made to any proposal document.

All proposals in possession of the SFA at the time bids are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the Proposal Certification included with this RFP.

M. 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 Standard 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.

N. Deviations from Item Specification or Standard Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these Standard 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 contractor at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the contractor's response will hold the contractor accountable to the SFA to perform in strict accordance with all these Standard Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the contractor 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 and model 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 Standard Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

O. Contract and Purchase Order Requirements

A response to the RFP is an offer to contract with the SFA based upon the Item Specifications and the Standard Terms and Conditions contained in the RFP. Offers do not become contracts unless and until they are both accepted by the SFA through an Award Notice to the contractor 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 Standard Terms and Conditions and the Item Specifications included in the RFP and any subsequent addenda thereto, (2) the contractor's signed Proposal Certification and any subsequent addenda thereto, (3) the contractor's entire response to the RFP, (4) the contractor's Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All the binding agreements should be submitted as part of the proposal packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

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.

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 services have been satisfactorily completed and equipment is left 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.

P. 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 Proposal Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Proposal Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the Standard 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 for within the Standard 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:

- a) the vendor's failure to adhere to any of the provisions of the Standard Terms and Conditions of this RFP,
- b) the vendor delivering any product(s)/services(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s)/service(s)
- c) the vendor delivering any substitution(s) of product(s)/service(s) different than those originally proposed and awarded without the prior written approval of the SFA,
- d) the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- e) the vendor's violation of any other provision contained within these Standard 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/services from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a proposal 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 contractor 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 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 Standard Terms and Conditions are of the essence.

Q. 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 executed for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

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 Standard 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.

R. Termination Without Cause

The SFA and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days before termination date.

S. Records Retention Requirements

By signing this proposal, the contractor understands that the SFA, 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 contractor 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 contractor must retain pertinent records broken down 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.

T. Venue

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

U. 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.

V. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform he 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.

W. 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 increase.

X. Proposal Acceptance

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

Y. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page 1 of this document. Protests must be received in this office within 10 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

Z. Criminal Background Checks

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 this Agreement, engage in any services on Alamance Burlington Schools property or at Alamance Burlington Schools 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. Alamance Burlington Schools reserves the right to prohibit any individual employee of Vendor from providing services on Alamance Burlington Schools property or at Alamance Burlington Schools events if Alamance Burlington Schools determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

REGULATORY COMPLIANCE

1. The Distributor and SCHOOL DISTRICT mutually agree to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
2. The Distributor agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L 165).
3. The Distributor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. The Distributor shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
5. The Distributor shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
6. The Distributor shall comply with the provisions of the Consumer Product Safety Act.
7. The Distributor shall provide notification of **HUB Certification. ATTACHMENT F**
8. The Distributor shall complete and sign the **Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying ATTACHMENT E** and shall include this document as part of the Agreement.
9. The Distributor shall provide notification of **Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions ATTACHMENT D**
10. The Distributor shall abide by all APPLICABLE State and Federal laws and policies of the State Board of Education when providing services under this Contract.
11. The North Carolina Department of State Treasurer is providing this letter to Local Government Units to explain new contracting and procurement compliance obligations created by the [Iran Divestment Act of 2015](#) (N.C.G.S. 143C-6A-1 to 6A-9).^{*} Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new bid process, each new contract, and each renewal or assignment of an existing contract **ATTACHMENT K** The specific requirements are as follows: **Local Government Units must obtain a one-page mandatory certification under the Act.** (See *sample "Contract Certification" form for details.*) **Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List.** This list will be posted on the Department of State Treasurer's website on February 26, 2016 and will be updated every 180 days. (See *"Contract Restrictions" for details.*)
12. The Distributor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
13. The Distributor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
14. The Distributor shall comply with the provisions of the Davis-Byrd Act, as amended (40 U.S.C.3141-3148).
15. The Distributor shall comply with the provisions of the Rights to Inventions Made Under A Contract or Agreement. <https://www.law.cornell.edu/cfr/text/37/part-401> go to this link for scope and definitions

Code of Ethics and/or Conflict of Interest Policy of the Alamance Burlington Schools Board of Education

5100 Code of Ethics and Standards of Conduct

All school system employees hold positions of public trust; they are responsible for the education of students and also serve as examples and role models to students. Each employee is responsible for both the integrity and the consequences of his or her own actions. The highest standards of honesty, integrity, and fairness must be exhibited by each employee when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, students, parents, the public, and other employees. Employee conduct should be such as to protect both the person's integrity and/or reputation and that of the school system. Employees shall not use their positions or assignments to influence students in a manner that would provide personal benefit to the employee. An unswerving commitment to honorable behavior by each and every employee is expected. Integrity can accommodate the inadvertent error and the honest difference of opinion; it cannot accommodate deceit or subordination of principle.

This policy applies at all times and locations where the employee's conduct might reflect poorly on the school, the school system, the employee's status as a role model for students, or to the extent otherwise permitted by law.

Employees shall perform their jobs in a competent and ethical manner without violating either the public trust or applicable law, policies, and regulations. It is not practical or possible to enumerate all of the situations that might fall under the guidelines of this policy. Employees must honor other policies, regulations, and approved practices that have been established covering specific areas of activity, such as conflicts and student testing. The absence of a law, policy, or regulation covering a particular situation does not relieve an employee from the responsibility to exercise the highest ethical standards at all times.

Failure to comply with this policy will result in disciplinary action up to and including dismissal.

LEGAL REF: G.S. 115C-47(18), -308; G.S. 14-234, -234.1

ADOPTED: 5/19/08

ALAMANCE BURLINGTON SCHOOLS SCHOOL NUTRITION SERVICES CODE OF ETHICS/CONDUCT POLICY

Code of Ethics/Conduct governing the procurement of goods and services using School Nutrition Funds

The following conduct will be expected of all persons who are engaged in the award and administration of contracts supported by School Nutrition Funds.

- 1. No employee, officer or agent of the Local Education Agency (LEA) shall participate in the development of a solicitation, selection of a recipient, and/or administration of a contract supported by School Nutrition funds if a conflict of interest, real or apparent, would be involved.**
- 2. Conflicts of interest arise when a member of the LEA or SFA has a financial or other interest in the contractor selected for the award. Conflicts of interest would include:**
 - a. Any employee, officer or agent of the contractor.**
 - b. Any member of the immediate family of the contractor.**
 - c. The contractor's partner; and or**
 - d. An organization which employs or is about to employ one of the above.**
- 3. Employees, officers or agents of the LEA and SFA shall neither solicit nor accept gratuities, favors or anything of monetary value from the contractors, potential contractors, or parties to sub-agreements.**
- 4. It is acknowledged that the penalty for violation of the Code of Ethics/Conduct may include any of the following**
 - a. Reprimand by Board of Education; or**
 - b. Dismissal by Board of Education; or**
 - c. Any legal action necessary.**

Alamance Burlington Schools
Listing Of Schools and Addresses

| School Name | Address | City, State, Zip - Phone |
|------------------------|-------------------------------------|--------------------------|
| ABSS Middle College | 1247 Jimmie Kerr Rd | Graham NC 27253 |
| Alexander Wilson Elem | 2518 Hwy NC 54 | Graham NC 27253 |
| Andrews Elementary | 2630 Buckingham Rd | Burlington NC 27217 |
| A.O.Elementary | 2832 North NC 87 | Elon NC 27244 |
| B E Jordan Elem | 5827 Church Rd | Graham NC 27253 |
| Broadview Middle | 2229 Broadview Dr | Burlington NC 27217 |
| Cummings High | 2200 N. Mebane St | Burlington NC 27217 |
| E M Holt Elementary | 4751 S. NC 62 | Burlington NC 27215 |
| E M Yoder Elementary | 301 N Charles St | Mebane NC 27302 |
| Eastern High | 4040 Mebane Rogers Rd | Mebane NC 27302 |
| Eastlawn Elementary | 502 N Graham-Hopedale Rd | Burlington NC 27217 |
| Elon Elementary | 720 Walker Rd | Elon NC 27244 |
| Audrey Garrett Elem ** | 3224 Old Hillsborough Rd | Mebane NC 27302 |
| Graham High | 903 Trollinger Rd | Graham NC 27253 |
| Graham Middle | 311 East Pine St | Graham NC 27253 |
| Grove Park Elementary | 141 Trail One | Burlington NC 27215 |
| Hawfields Middle ** | 1951 S. NC 119 | Mebane NC 27302 |
| Haw River Elementary | 701 East Main St | Haw River NC 27258 |
| Highland Elementary | 3720 Bonnar Bridge Pkwy | Burlington NC 27215 |
| Hillcrest Elementary | 1714 West Davis St | Burlington NC 27215 |
| Newlin Elementary | 316 Carden St | Burlington NC 27215 |
| North Graham Elem | 1025 Trollinger Rd | Graham NC 27253 |
| Pleasant Grove Elem | 2847 Pleasant Grove Union School Rd | Burlington NC 27217 |
| Ray Street Academy | 609 Ray St | Graham NC 27253 |
| Smith Elementary | 2235 Delaney Dr | Burlington NC 27215 |
| Southern High | 631 Southern High School Rd | Graham NC 27253 |
| South Graham Elem | 320 Ivey Rd | Graham NC 27253 |
| South Mebane Elem | 600 South Third St | Mebane NC 27302 |
| Southeast High | 3400 S NC 119 | Haw River NC 27258 |
| Southern Middle | 771 Southern High School Rd | Graham NC 27253 |
| Sylvan Elementary | 7718 Sylvan Rd | Snow Camp NC 27349 |
| Turrentine Middle | 1710 Edgewood Dr | Burlington NC 27215 |
| Western High | 1731 North NC 87 | Elon NC 27244 |
| Western Middle | 2100 Eldon Dr | Elon NC 27244 |
| Williams High | 1307 South Church St | Burlington NC 27215 |
| Woodlawn Middle | 3970 Mebane Rogers Rd | Mebane NC 27302 |

**Milk deliveries for Audrey Garrett Elementary & Hawfields Middle will be delivered to Hawfields Middle address. There is one central kitchen for both of these school

Alamance Burlington Schools 2026-2027 Fresh Milk Products Pricing Sheet

NUTRITIONAL INFORMATION:

Each bidder shall submit with the proposal nutritional information about their product. Such information must include grams of protein, grams of fat, grams of saturated fat, grams of trans fat, grams of carbohydrates, grams of sugars, number of calories and milligrams of sodium for an individual unit for each proposed product.

Delivery costs, and all taxes, except North Carolina Sales Tax on taxable items, are to be included in the unit price.

| Item description | Unit | Pack Size | Est. Bid Quantity | Product Name and Vendor Item # | Unit Price | Total Price |
|--|------|-----------|-------------------|--------------------------------|------------|-------------|
| Milk, 1% Unflavored | CTN | 8 oz | 400,000 | | | |
| Milk, Skim Fat Free | CTN | 8 oz | 27,000 | | | |
| Milk, Skim, Fat Free, Chocolate | CTN | 8 oz | 1,700,000 | | | |
| Milk, Skim Fat Free, Strawberry | CTN | 8oz | 220,000 | | | |
| Lactose Free, 1% Lowfat Chocolate UHT | CTN | 8oz | 3,500 | | | |
| Lactose Free, 1% Lowfat Unflavored UHT | CTN | 8oz | 3,500 | | | |
| Bottom Line Total | | | | | | |

I certify by my signature below that the prices quoted in this proposal are correct and that I have authority to obligate the company to perform under the conditions outlined in the contract. By signing this document, I certify 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. I certify that I understand that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage award

Signature of Authorized Representative

Date

Required Contract Attachments to be Returned with completed packet

- Attachment A – Assurances regarding Legal and Ethical Matters & Non-Collusion Statement
- Attachment B - Special Conditions
- Attachment C - Deviations Compliance Form
- Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
- Attachment E - Certifications for Contracts, Grants, Loans, Lobbying and Cooperative Agreements
- Attachment F - HUB Statement
- Attachment G - HACCP Plan Summary
- Attachment H - Evidence of Required Insurance
- Attachment I - Lunsford Act Compliance
- Attachment J - Recall Policy/Procedures
- Attachment K - Iran Divestment Requirement Form
- Attachment L - No Bid Response

Attachment A

Assurances regarding Legal and Ethical Matters & Non-Collusion Statement

By signing this proposal, 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 proposals 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 proposal response,
- (3) the proposal submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this proposal is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (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 proposal,
- (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 proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal, 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 proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this proposal any such matters which do exist is a material breach of contract which would void the submitted proposal or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (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 proposal 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,
- (13) he/she understands that by signing the proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the vendor to removal from all procurement lists, and possible criminal prosecution,
- (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

Non-collusion Statement

“The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.”

Acceptance of Contract:

We understand that signing the “Proposal Schedule and Contract” enters our company into a formal contract, upon Alamance Burlington Schools approval, for furnishing and delivering those items at the prices indicated on our proposal and subject to all the stated conditions. (Proposal Price Sheet enclosed.)

Company Name

Signature of Authorized Representative

Address

Printed Name of Authorized Representative

City, State, Zip

Position/Title of Authorized Representative

Telephone Number

Email Address

Attachment B

Special Conditions For Alamance Burlington Schools

Special Conditions (Section 4.0) are circumstances that are required of all bidders.

- **Daily deliveries are REQUIRED at ALL school sites.** Any exceptions must be approved by the School District School Nutrition Director or designee
- The amount of dairy or other products to be delivered to a particular school within the school system shall be determined by the school's School Nutrition manager who will inform suppliers, or one or more of its agents, of the amount of dairy or other products required for the particular school on a particular day, it being understood that although these bids cover the requirements of the schools listed on attached for school year as set out above, deliveries to an individual school are based on the particular needs or requirements of that individual school and that amount of dairy or other products delivered by supplier may vary between schools as well as from day to day with regard to any one particular school.
- All dairy or other products are to be kept at proper temperature during delivery.
- Items delivered are to be placed in designated storage areas at each delivery site.
- All dairy or other products covered by this bid should be processed and delivered under the most sanitary conditions. Every precaution should be taken to ensure that milk arrives in containers that are sealed properly. All containers must be clean and delivered in sturdy clean baskets and free from rust, dirt and spillage. Processing plants of supplier must obtain a superior approval rating from the State and local boards of health.
- Damaged or partially filled containers of any product, items or commodity covered by these bids must be replaced by supplier daily.
- Unused milk will be collected by supplier prior to commencement of vacation periods determined by each Board of Education.
- Manager's hours for accepting deliveries are 6:00 am to 1:00pm. Any exceptions prior to 6:00am or after 1:00pm must have prior approval from the School District Child Nutrition Director or designee.
- Delivery issues with access/time that vendor may unload at a particular site. Listed below are schools in which special delivery times will be needed due to access availability to the loading docks.
 - ♦Williams High delivery must be made no earlier than 6:00am & no later than 7:00am.
 - ♦Turrentine Middle delivery must be made no earlier than 6:00am & no later than 7:00am.
 - ♦Haw River Elementary delivery must be made no earlier than 6:00am & no later than 7:00am.
 - ♦B Everett Jordan Elementary delivery must be made no earlier than 6:00am & no later than 7:00am.
- Special circumstances that may impede type of truck used for delivery at a site
- Electronic ordering capability requirements of the awarded vendor
- Alamance Burlington Schools reserves the right to purchase on the open market any item not contained within the bid document.

Vendor Agreement/Comments To Special Conditions

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

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

Name of Vendor Representative

Signature of Vendor Authorized To Sign Bid

Title of Vendor Representative

Date _____

Comments:

Attachment C

Alamance Burlington Schools
School Nutrition Services
Deviations/Compliance Form

If the undersigned offeror intends to deviate from the Standard Terms and Conditions or Items Specifications listed in this request for proposal, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The SFA will consider any deviations in its proposal award decisions, and the SFA reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the offeror assures the SFA of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Request for Proposal.

___ No Deviations

___ Deviations as listed

List any deviations your company is submitting below:

| |
|--|
| |
| |
| |
| |
| |
| |
| |
| |
| |

Company Name (Please Print)

Date

Print Name of Authorized Representative

Signature of Authorized Representative

Attachment D

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters – Primary Covered Transactions**

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

Company Name (Please Print)

Signature of Authorized Representative

Date

Attachment E

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name of Organization

Name/Title of Submitting Official

Signature

Date

Attachment F

Historically Underutilized Business (HUB) Certification

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

Mark YES or No with an "X" as applicable and sign below.

Yes, I certify that my company has been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB), and I have attached a copy of our HUB certification to this form. Required documentation for recognition as a HUB:

Check all that apply:

- Minority
- Small Business
- Women Owned

No, I certify that my company is does not qualify for HUB status.

Company Name (Printed)

Print of Authorized Representative

Signature of Authorized Representative

Date

Attachment G

HACCP PLAN SUMMARY

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

Attachment H

EVIDENCE OF INSURANCE

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

Attachment I

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

The Distributor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly, among other things, being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS:

1. The Distributor shall conduct or have conducted within the previous twelve (12) months, a criminal background check (which includes a check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry) (collectively, "listed registries") on each of its employees or agents who, pursuant to this Agreement, engage in any services on the premises of a school or within 300 feet of any location intended primarily for the use, care, or supervision of minors, including but not limited to schools, children's museums, child care centers, nurseries, and playgrounds, prior to any such employee or agent engaging in such services.
 - a. Distributor shall conduct such criminal background checks no less than once every twelve (12) months thereafter.
 - b. Distributor shall maintain a log of the date and results of all such criminal background checks and subsequent criminal background checks for those assigned employees and agents.
 - c. Within 5 days of a request from the school district, Distributor shall provide to the school district the log and results required by subsection b above.
2. Distributor shall not assign any employee or agent to, pursuant to this Agreement, provide services on the premises of a school or within 300 feet of any location intended primarily for the use, care, or supervision of minors, including but not limited to schools, children's museums, child care centers, nurseries, and playgrounds if said worker:
 - a. appears on any of the listed registries;
 - b. has been convicted of any crime, whether misdemeanor or felony, involving a minor;
 - c. has been convicted of any felony involving sex, violence, or drugs; or
 - d. has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel.
3. Each North Carolina school district reserves the right to prohibit any individual employee or agent of Distributor from providing services on school district property or at any school district events if the school district(s) determines, in its sole discretion, that such employee or agent poses a threat to the safety or well-being of students, school personnel or others.

Signed:

Authorized Signature

Printed Name

Title

Name of Company

City, State, Zip Code

Telephone

E-Mail

Date

Attachment J

VENDOR'S FOOD RECALL POLICY/PROCEDURES

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

Provide a summary, or attach a document, explaining your company policy and procedures on product Recalls.

Company Name (Printed)

Signature of Authorized Representative

Print Authorized Representative Name

Date

Attachment K



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

JANE
TREASURER
Memorandum # 2016-10

GREGORY C. GASKINS
DEPUTY TREASURER

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

FROM: Sharon Edmundson, Director, Fiscal Management Section

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

DATE: February 17, 2016

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

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

Background

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

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

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

Final Divestment List

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

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

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

Requirement 1: Contract Certification

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

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

Requirement 2: Restriction on Contracting

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

Contracts valued at less than \$1,000.00 are exempt from this restriction. (G.S. 143C-6A-7(a).) In addition, a Local Government Unit may contract with

a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (G.S. 143C-6A-7(c).) Local Government Units shall enter such exemptions into the procurement record.

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

Next Steps

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

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

Name of Vendor or Bidder _____

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

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

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

Signature Vendor Required **Date**

Printed Name **Title**

Notes to persons signing this form:

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

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

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

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

Attachment L

Thank you for the opportunity, but our company declines to bid for the 2021-2022 contract period.

Vendor Signature

Date

Printed Name

Title

2026 - 2027 ABSS Fresh Milk Official RFP Certification and Agreement

School District: Alamance Burlington Schools

Vendor Directions: Email New RFP Certification and Agreement with original signatures.
Double Click on the gray boxes and type in the Default text box to complete agreement.

| Vendor Name: | ADDRESS | CITY & STATE | ZIP |
|---------------------|----------------|-------------------------|------------|
|---------------------|----------------|-------------------------|------------|

DEFINITIONS:

- The term “**New RFP**” as used in this document, means the School District has sent a **Request for Proposal/Contract with documents** to eligible Vendors for awarding a Vendor to carry out the terms of the **RFP/Contract**.
- The term “**RFP/CONTRACT**” as used in this document, means **the current year ABSS RFP/CONTRACT**. The **RFP/CONTRACT** may be updated annually as needed for clarification, compliance with USDA regulatory policy and for the efficient and effective functioning of the SFA.
- The awarded contract may be renewed for up to four (4) one-year agreements. In such renewals, the School District and the current Vendor **agree to “renew”** per the original RFP/Contract.
- The term “**RFP/Contract**,” as used for NEW RFPs, means the comprehensive collection of the following items sent to eligible Vendors as information and **to be completed and to be returned, unless otherwise noted, to the School District as part of the Official Documents of the RFP Packet:**
 1. **OFFICIAL NEW RFP INVITATION TO VENDORS** – Invitation and general procedures for NEW RFP Vendors. **Do not return.**
 2. **OFFICIAL NEW RFP CERTIFICATION AGREEMENT**–**signed by Vendor and returned in RFP packet.** School District Official signs **after** School District approval of award and the completed/signed Agreement copy is sent to the awarded Vendor. The agreement is effective by the issue to the Vendor of a School District Purchase Order.
 3. **OFFICIAL RFP – CONTRACT FOR 2026–2027** Intent, detailed procedures, terms and conditions. **Do not return.**
 4. **OFFICIAL CONTRACT ATTACHMENTS A – L 2026-2027** - **must** be completed, signed and **returned with the bid packet.** Attachment L is the “no bid” sheet.
 5. **SPECIAL CONDITIONS SHEET (REQUIRED)** – Vendors review, sign and **return with completed packet.** Agreement to Special Conditions must be made prior to bid opening and acknowledged on the NEW RFP Certification and Agreement. Any change to the Special Conditions by one Vendor requires the School District to issue a local amendment to all potential bidders by Monday May 25th, 2026.

If Special Conditions are included in this RFP Contract, indicate Vendor acceptance: YES/NO: _____
- 6. **Official 2026-2027 RFP Product Pricing Spreadsheet with Product Usage Estimates** – Vendor is to complete and **return** with completed RFP packet. Proposal review by the school district may show corrections (if necessary).
- **BIDDER DISQUALIFICATION:** Vendor failure to include any of the required documentation at the time of bid submittal or multiple bid errors **MAY** be considered grounds for bidder disqualification as determined by the School District. School District officials will make the final determination regarding Vendor submittal errors. An immediate **Non-Responsive Bid:**
 - **FAILURE TO SIGN THE OFFICIAL NEW RFP CERTIFICATION & AGREEMENT FORM**
 - **ANY CHANGE TO THE RFP/CONTRACT BID LANGUAGE**

2026 - 2027 ABSS Fresh Milk Official RFP Certification and Agreement

- The School Nutrition Programs receiving goods and services under this Contract are **FEDERALLY-FUNDED** programs operated under the authority of the United States Department of Agriculture (USDA). This RFP and the subsequent Contract shall comply with 7 CFR Parts 210, 220, 225, 250, 2 CFR 200 and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principals, A -102 Administrative Requirements, and A -133 Audit Requirements.
- In compliance with the **RFP/Contract**, and subject to all conditions required therein, the undersigned offers and agrees to furnish and deliver, all items agreed upon and within the time frame specified.
- By responding to this **RFP/Contract**, the Vendor certifies that the Bid Offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a RFP for the same items, and is in all respects fair and without collusion or fraud. The Vendor also certifies no one connected to this company has had any connection with the development or drafting of this **RFP/CONTRACT**. Under penalty of perjury, the undersigned Vendor certifies that this RFP has not been arrived at collusively or otherwise in violation of Federal or State of North Carolina laws or regulations. **By signing this RFP Certification, the individual whose name is shown assures that the Vendor has read and understands all the Terms and Conditions in the Official ABSS RFP/CONTRACT and agrees to be bound by them and is authorized to submit RFP/Bids on behalf of the Vendor.**

ADDENDA ACKNOWLEDGEMENT –

Addenda issued are hereby acknowledged by bidder and become part of the 2021 - 2022 Official RFP/Contract. The School District may also submit Addenda to Vendors, as it applies independently to proposal requirements. It is the Vendor’s sole responsibility, before the bid opening, to determine all Addenda issued is received. It is assumed bidders received email addenda if dates are not provided.

Vendor Directions: Insert date Addenda received below in gray box. Addenda are part of this Official RFP/Contract.

| Addendum 1 | Date: | | Addendum 2 | Date: | | Addendum 3 | Date: | |
|------------|-------|--|------------|-------|--|------------|-------|--|
| | | | | | | | | |

VENDOR NEW RFP CERTIFICATION AND SIGNATURE:

I certify by my signature below that I have received the **RFP/Contract**, Instructions for completing the bid documents and have acknowledged issued Addenda; and that the required PRICES quoted, and brands specified in the bid spreadsheets of this **RFP/CONTRACT** are correct and that

2026 - 2027 ABSS Fresh Milk Official RFP Certification and Agreement

I have the authority to obligate the company named to perform under requirements of this RFP Certification and all Terms and Conditions stated in the Official 2026- 2027 RFP/Contract, Attachments, Special Conditions and addenda. **All contract documents are signed and attached.**

Name of Company

Print Name of Authorized Vendor Representative

Original Signature of Vendor Authorized to Sign/Date

Title of Authorized Vendor Representative

SCHOOL DISTRICT OFFICIAL ACCEPTANCE SIGNATURE

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

The approval of the RFP/Contract by the Child Nutrition Services Director and the local school board of education are prerequisites PRIOR TO school district signature on the NEW RFP Certification and Agreement. One (1) copy is sent to the awarded Vendor and one (1) original copy retained by the School District. Agreement is finalized with (1) the signature and return of this document by vendor to the school district and (2) issue of Purchase Order to the vendor by school district.

Print Name of School District Representative Authorized Sign

Signature of School District Representative Authorized to Sign

Title of School District Representative Authorized to Sign

Name of School District

Date
