



STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Invitation for Bid #: 52-IFB-1096479968-RJB

Beef Trim and Top Round

Date Issued: April 29, 2024

Bid Opening Date: May 13, 2024

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Joey Raynor

Procurement Specialist III



STATE OF NORTH CAROLINA

Invitation for Bids

52-IFB-1096479968-RJB

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA
DEPARTMENT OF ADULT CORRECTION**

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|--|--|
| Refer <u>ALL</u> Inquiries regarding this IFB to: <u>Joey Raynor</u> , The procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details. | Invitation for Bids # 52-IFB-1096479968-RJB |
| | Bids will be publicly opened: May 13, 2024, At 2:00 PM ET Microsoft Teams meeting Meeting ID: 235 609 662 948 Passcode: aJog4i Dial-in by phone +1 984-204-1487 , 102705764# United States, Raleigh Phone conference ID: 102 705 764# |
| Using Agency: NCDAC Enterprise Meat Plant | Commodity No. and Description: 501115 – Beef Trim and Top Round |
| Requisition No.: RQ108175 | |

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated below**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot be accepted.

| | | |
|---|-------------------|--------------------|
| COMPLETE/FORMAL NAME OF VENDOR: | | |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | | FAX NUMBER: |
| VENDOR'S AUTHORIZED SIGNATURE: | DATE: | E-MAIL: |

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

| |
|---|
| <p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____</p> <p style="text-align: center;">(Authorized Representative of Department of Adult Correction)</p> |
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1.0 PURPOSE AND BACKGROUND

Purpose: The purpose of this Invitation to Bids (IFB) is to seek competitive bids from qualified Vendors to furnish and deliver **Beef Trim and Top Round** for the North Carolina Department of Adult Correction Meat Processing Plant.

Background: These Items will be used at the Correction Enterprise Meat Processing Plant to fulfill the dietary requirements for the NC Department of Adult Correction.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of six (6) months, beginning on July 1, 2024.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for an additional six (6) month term starting on January 1, 2025. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, or issues regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

| Event | Responsibility | Date and Time |
|--|----------------|-----------------------------|
| Issue IFB | State | April 29, 2024 |
| Submit Written Questions | Vendor | May 1, 2024, by 2:00 PM ET |
| Provide Responses to Questions | State | May 3, 2024 |
| Provide Samples (IF REQUIRED) | Vendor | May 13, 2024, At 2:00 PM ET |
| Submit Bids | Vendor | May 13, 2024, At 2:00 PM ET |
| Microsoft Teams meeting Meeting ID: 235 609 662 948 Passcode: aJog4i Dial-in by phone +1 984-204-1487 , 102705764# United States, Raleigh Phone conference ID: 102 705 764# | | |
| Contract Award | State | TBD |

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "**IFB # 52-IFB-1096479968-RJB – Questions**" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor Response: 4.5 Delivery, 4.6 Authorized Reseller, 5.1 Specs, 6.1 Contract Manager & Customer Service
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable
- j) Completed and signed version of ATTACHMENT J: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- k) ATTACHMENT K: ALCOHOL/DRUG-FREE WORKPLACE POLICY

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found Sourcing Tool, which are incorporated herein by this reference.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or

qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award... Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost, and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to **the electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 PRICE ADJUSTMENT PROVISION

A price adjustment provision will be used to calculate pricing on this contract. Prices will be subject to change Tuesday through Friday only. The price will be based on the Urner Barry Market price in effect on date the order is placed (previous night's close), plus or minus the contract differential offered and awarded. The Urner Barry price Australia/New Zealand EC Spot (Blend Cow) Market (outside quote) will be utilized to determine daily price of 90% chemical lean beef trim. Top rounds will utilize Boxed Beef, IMPS #169 USDA select or better (outside quote). (Urner Barry Reports, P. O. Box 389, Toms River, NJ 08754-0389, Telephone Number 732-240-5330)

PRICE ADJUSTMENT SUBSTITUTE

The Department of Adult Correction reserves the right to substitute an alternate method of price adjustment and end the use of Urner Barry publication as the basis for price adjustments, if it is determined by the Department of Adult Correction to be in the best interest of the department to substitute an alternate method of price adjustments. Vendors will be notified in writing of such a change. If rejected by the vendor, the contract may be cancelled upon (5) days written notice by the Department of Adult Correction.

4.3 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous year's period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right

to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.4 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

Delivery Locations (Vendor must confirm delivery location for each shipment)

Contact: Susan Powers or Willie L. Glover at 910-893-4499

NCDPS Meat Processing Plant
1204 East McNeil Street
Lillington, NC 27546

NCDAC-Americold Storage
111 Imperial Drive
Sanford, NC 27330

Lot numbers of product being shipped must be printed on bill of lading for each delivery.

Pallet patterns must be followed for each item awarded

**DELIVERY HOURS: 7:00 AM – 10:30 AM AND 12:00 PM TO 2:30 PM, MONDAY THROUGH THURSDAY
NO DELIVERIES ON FRIDAY**

Orders will be placed on an as needed basis via purchase order. The successful Vendor shall complete each delivery within ten (10) consecutive calendar days or less after receipt of purchase order, **unless otherwise stated by Vendor below**. Vendor shall confirm number of consecutive calendar days required to complete delivery in the space provided below.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

All vendors must comply with specifications and delivery requested. Weight sheets must accompany shipment. Call plant to confirm delivery prior to shipment and for delivery destination. If delivery location is Clover Leaf Freezers, shipment must come to Meat Processing Plant first for inspections. Vendor is responsible for making appointments for ultimate delivery at Clover Leaf Freezers. (Contact: Susan Powers or Willie L. Glover at 910-893-4499)

4.6 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization with its bid response. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ DistributorAuthorized: ☐ Yes ☐ No Attached Manufacturer's Authority: ☐ Yes ☐ No

4.7 OVERAGE

Overages or over-shipments will not be accepted. Any quantity delivered that exceeds the total purchase order quantity will be considered an overage. **Vendors are cautioned that any quantity delivered that exceeds the total purchase order quantity is considered an overage and shall become the property of the State at no cost.**

4.8 STANDARDS

USDA, NCDA, and FDA – each as applicable. Item(s) to bear all appropriate seals.

4.9 SDS SHEETS

In addition to meeting Federal and State Laws and requirements concerning hazardous chemicals, contractor shall forward with each invoice a proper and current Safety Data Sheet. Furthermore, contractor shall furnish the State and/or its agencies additional SDS as requested.

4.10 QUALITY ACCEPTANCE INSPECTION

It is the responsibility of the receiving agency to inspect all materials, supplies and equipment upon delivery to insure compliance with the contract requirements and specifications.

INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

4.11 SAMPLES/DESCRIPTIVE LITERATURE

SAMPLE

SAMPLE/DESCRIPTIVE LITERATURE/MANUFACTURER PRODUCT LABEL

Samples are **not required** prior to bid opening for the **Approved Product Labels** as listed in **Section 4.19 APPROVED PRODUCT LABELS**. However, samples may be requested at a later time. If so requested, Vendor agrees to furnish samples of items offered at no expense to the State within five (5) consecutive calendar days after request is made by the State. Failure to comply with this requirement shall be a sufficient basis for rejection of the bid without further consideration.

Samples are **REQUIRED** prior to bid opening for all product manufacturers and labels that are **not listed** as **Approved Product Labels**. Sample(s) shall be submitted for evaluation at no expense to the State. Bidder agrees to furnish samples of exact items offered, packaged exactly as specified, along with the product/manufacture label and technical data sheet(s) containing ingredients, nutritional data, and allergens of the exact item being offered. Sample(s) of the exact product being offered must be **received no later than May 13, 2024 at 2:00 PM (ET).** Samples received after that date and time will not be evaluated and will not be considered for award.

Please note: Samples will be accepted at this facility on Monday through Thursday only from 7:00 AM ET until 2:00 PM ET.

Failure to deliver product according to these guidelines shall result in rejection of sample for evaluation.

Samples must be forwarded to:

NC Department of Adult Correction
Enterprise Meat Processing Plant
1204 East McNeil Street
Lillington, NC 27546
Attention: Susan Powers

Samples must be **clearly marked "Samples for Evaluation, IFB #19-IFB-1096479968-SDD submitted by Vendor Name"**. Samples that are submitted without being clearly marked in this manner will not be evaluated or considered for award. Bids that do not comply with these requirements will be subject to rejection.

Sample Evaluation Process

Evaluation of samples will be conducted by a panel comprised of personnel from Food/Nutrition Management, Test Kitchen, Facility Officers and Staff, and Offenders. Samples of product will be evaluated for taste, texture, consistency, flavor, appearance, freshness, suitability for intended use, and conformity with packaging requirements. The State reserves the right to forward samples to an outside source for testing to confirm that product contains the correct ingredients/nutritional's in the correct portions.

Manufacturer Product Label and Technical Specifications

Each bid shall be accompanied by complete descriptive literature, including clear and legible manufacturer's product label, specifications, certifications, technical data sheets, manufacturer product label (generic product labels are not acceptable), and all other pertinent data necessary for thorough evaluation of the item(s) bid and sufficient to determine compliance of the item(s) with the specifications. Manufacturer's Product Label must be legible and must contain complete list of ingredients, nutritional values and notice of allergens. Ingredients must be declared by common or usual name in descending order or predominance by weight. Generic product labels are not acceptable. Failure to include such information to shall be a sufficient basis for rejection of the bid.

4.12 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.13 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The State may contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained will be considered in the evaluation of the bid.

4.14 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.15 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially

unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.16 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

4.17 SHELF LIFE / PRODUCT SPOILAGE

Products offered under this solicitation should have a shelf life that complies with specification requirements. If no stated shelf-life requirement is included in the product specification, then remaining shelf life shall be no less than six (6) months minimum at time of delivery. Should evidence of product expiration less than the minimum of 6 months at time of delivery, shipment will be refused. Should it be discovered after product is received that product does not meet the minimum remaining shelf-life requirement, Vendor shall be liable for replacing the non-compliant products well as the simultaneous removal of non-compliant product from end user's facility. Should product spoilage be evident at time of delivery, shipment will be refused. Should product spoilage be noted after delivery and product is still in producer's stated shelf life, contracted Vendor shall be notified immediately by the purchasing agent. If through its investigative process NCDAC determines that spoilage is the liability of the producer, contracted Vendor shall be responsible for replacement of ALL affected product remaining in the end user's inventory. In addition, contracted Vendor shall have the option to either remove all spoiled product from the end user's facility or reimburse NCDAC for all costs associated with proper and safe product disposal.

4.18 LABELS AND PRODUCT SPECIFICATIONS

Vendors are required to provide clear and legible manufacturer product label(s) and product specifications with bid response. Label(s) shall reflect product ingredients, allergens, and nutritional values. **Ingredients must be declared by its common or usual name in descending order or predominance by weight.** If offering more than one product brand, this information must be provided for all brands offered. If only one price is provided and multiple brands offered, it shall be assumed that all brands are offered at that same price. Bids which do not include this information may be rejected.

4.19 APPROVED PRODUCT LABELS

The following product labels are pre-approved and acceptable for use on this contract:

- **Beef Trim:** Aussie, Silver Fern, WWP, Matadero
- **Beef Top Round:** Aussie, Silver Fern, WWP, Matadero

4.20 QUALITY CONTROL

Upon request, Vendor shall submit Letter of Certification of HACCP plan, (an effective Hazard Analysis and Critical Control Point (HACCP) plan) which is in accordance with Federal Drug Administration (FDA). Evidence shall consist of a written HACCP Plan based on the seven principles laid out by the National Advisory Committee on Microbial Criteria and shall define the system, the team, the validation and verification activities implemented in the Vendor's processing environment.

The Department reserves the right to inspect the Vendor's establishment and records to insure compliance with the HACCP program.

Failure to submit an acceptable HACCP plan, or failure to adhere to the acceptable plan, shall result in the cancellation of the contract and rejection of future deliveries.

4.21 EQUAL EMPLOYMENT OPPORTUNITY

Vendor(s) for all contracts over \$100,000 shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations, 41 CF Part 60.

4.22 RETENTION OF RECORDS

Awarded Vendor(s) must maintain all required records for three (3) years after Department of Adult Correction makes final payments and all other pending matters are closed for all contacts.

4.23 CLEAN AIR ACT

Awarded Vendor(s) for all contracts over \$100,000 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 UC 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.

4.24 ANTI-LOBBYING

Vendor(s) for all contracts over \$100,000 must sign and return the attached certification with submitted bid or its offer may be rejected (Attachment J)

4.25 NON-COLLUSION

Vendor(s) must sign and return the attached certification (Attachment I) with submitted bid or its offer may be rejected

4.26 DEBARMENT CERTIFICATION

The Vendor certifies that to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency, as specifically addressed in Federal Acquisition Regulations, Subpart 9.4. (Attachment L)

4.27 BUY AMERICAN

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

4.28 ENERGY CONSERVATION PLAN

Awarded Vendor(s) 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).

4.29 LUNSFORD ACT

The awarded Vendor(s) 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.

4.30 USDA NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and US 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, 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, Washington, D.C. 20250-0410; (2) fax: (202) 690-7442-; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

4.31 LETTER OF GUARANTEE

Upon notice of contract award, Vendor must submit a Letter of Continuing Guarantee from manufacturer(s) who will provide product against this contract in accordance with Section 303 of the Federal Food, Drug and Cosmetics Act.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

ITEM 1: BEEF TRIMMINGS, FROZEN

| <i>Specifications</i> | REQUIREMENTS Product/Service Offered Meets Specification |
|---|--|
| Boneless, frozen beef trimmings | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Shall be packed in 60 lb. Net weight boxes and lined with waxed coating; poly bags accepted. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Not less than 90% chemical lean | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Product not more than 2 months old, and processing date must be clearly indicated on each case. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Boxes must not be larger than 20" wide, 9" thick and 24" long. Must be on pallets. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Certification of 90+% chemical lean verification must be included with each and every shipment to the meat plant | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Letter of certification of e-coli 0157:h7 testing from point of origin and all points of processing through meat plant destination required at time of delivery. A letter of validated intervention steps in process that would reduce e-coli 0157-h7 to an undetectable level will be sent with each and every shipment to the meat plant. | <input type="checkbox"/> YES <input type="checkbox"/> NO |

| | |
|--|--|
| Labels: Submit <u>with bid response</u> product/manufacturer labels containing ingredients, nutritional data and allergens. Reference Section 4.18 | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Must be palletized, 40" x 48", handles cannot be attached to pallet with any type of metal banding | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Awarded vendor must provide a nutritional analysis for product with each shipment | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Upon notification of award, Vendor must submit Letter of Guarantee. Reference Section 4.31 | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Upon request, Vendor must submit Letter of Certification of HACCP Plan. Reference Section 4.20 | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Country of Origin (Required) _____ | <input type="checkbox"/> YES <input type="checkbox"/> NO |

ITEM 2: BEEF BONELESS TOP ROUND ROAST

REQUIREMENTS

| <i>Specifications</i> | Product/Service Offered Meets Specification |
|---|--|
| Beef roast, boneless top round, frozen only. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Product code 169 and all product numbers refer to NAMP and IMPS | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| USDA select or better | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Weight range "B", (17 to 24 pounds), fat thickness not to exceed 1/4" | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Individual vacuum packed | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Processing date on product to be no more than 3 months (90 days) prior to delivery. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Weight sheet per pallet must accompany each shipment | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Vendor must provide a nutritional analysis with each shipment | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Labels: Submit <u>with bid response</u> product/manufacturer labels containing ingredients, nutritional data and allergens. Reference Section 4.18 | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Must be palletized, 40" x 48", handles cannot be attached to pallet with any type of metal banding | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Awarded vendor must provide a nutritional analysis for product with each shipment | <input type="checkbox"/> YES <input type="checkbox"/> NO |

| | |
|--|--|
| Upon notification of award, Vendor must submit Letter of Guarantee. Reference Section 4.31 | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Upon request, Vendor must submit Letter of Certification of HACCP Plan. Reference Section 4.20 | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| Country of Origin (Required) _____ | <input type="checkbox"/> YES <input type="checkbox"/> NO |

5.2 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

| Contract Manager Point of Contact | |
|-----------------------------------|--|
| Name: | |
| Office Phone #: | |
| Mobile Phone #: | |
| Email: | |

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.3 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.4 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.5 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

6.6 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for the six (6) month term of this contract which will be July 1, 2024, through December 31, 2024.

The State has the option to renew this contract for an additional six (6) month term which would be January 1, 2025, through June 30, 2025. Price increase requests for the renewal shall be submitted in writing to the Contract Lead at least sixty (60) days prior to the possible renewal date of January 1, 2025. This price increase request shall include the reason(s) for the request and contain supporting documentation for the need of the increase. Price increases shall be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

6.8 POST AWARD PRODUCT SUBSTITUTION

Post award product substitutions are not permitted without prior written approval from the contract lead. Proposed substitutions, if allowed, shall be of the same or higher quality and at the same or lower price as the original item. Product substitutions are subject to sample approval when the proposed label is unfamiliar. Failure of the Vendor to comply with this requirement shall constitute sufficient cause to hold the Vendor in default or for removal from the contract.

6.9 DELINQUENT DELIVERY OR FAILURE TO DELIVER

Should the contracted Vendor fail to meet the delivery schedule as set forth and acknowledged in the bid/contract, the following shall occur:

- 1) The contracted Vendor shall contact Susan Powers at 910-893-4499 or susan.powers@dac.nc.gov, or Willie L. Glover Willie.Glover@dac.nc.gov, at the Meat Processing Plant-Lillington, NC to advise details of any known delivery delays at the earliest possibility.
- 2) If a required delivery date is missed and vendor has failed to notify NCDAC in advance, the contracted Vendor will be contacted by phone or e-mail to request order status and revised delivery date (see paragraph 3 below). Vendor shall respond no later than 24 hours after this request and shall also provide a confirming e-mail to the purchasing agent named on the contract denoting the new delivery date as well as details as to why the original contract delivery date cannot be met. (The State reserves the right to accept or reject any revised delivery date from the contracted vendor.)
- 3) Should the revised delivery date from the vendor (whether provided in advance of an original required delivery date or a revised date resulting from a NCDAC inquiry) also be missed, **OR** should the contracted Vendor be unable to provide a revised delivery date when initially contacted as per above, an official Vendor Complaint shall be issued to the Vendor which shall include directives from the purchasing agent as to actions required by the vendor to satisfy the contract commitment. Vendor shall respond to the Vendor Complaint within 24 hours after receipt. Failure to respond, or failure to comply with any agreed upon delivery commitment shall result in default, possible fines and debarment of the Vendor. A decision by the State to debar a vendor automatically results in not only cancellation of the contract in question, but also any other current or pending contracts with the State at time of debarment.
- 4) In the event delinquent delivery or default results in an inventory shortage, the State reserves the right to issue a “pressing need” solicitation to procure the undelivered product and satisfy the past due inventory requirement. The defaulting Vendor shall be invoiced any additional cost incurred by NCDAC above the contracted price and in addition may be debarred by the State of NC. In the event of a prolonged or undetermined lack of availability of product through the contracted Vendor, the State reserves the option to run concurrent contracts in order to fill future outstanding deliveries of Vendor’s contract, and/or to cancel any remaining deliveries against Vendor’s contract and rebid the requirement.
- 5) In the event that a required contract delivery date is not possible due to circumstances beyond the Vendor’s control, NCDAC will consider these circumstances on an individual basis and will work with the Vendor to the extent possible to deliver without prejudice. However, required contract delivery dates are NOT conditional, and no circumstance (whether resulting from Vendor’s actions or otherwise) that results in either an unacceptable delivery time frame or total failure to deliver, shall diminish or supersede any remedies available to NCDAC as stated above.

6.10 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

6.11 ATTACHMENTS

1. **ALCOHOL/DRUG FREE WORK PLACE POLICY:** A copy of the Department's Alcohol/Drug Free Work Place Policy is attached to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.
2. **PREA:** The NC Department of Adult Correction is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DAC, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@ncdps.gov, or the DAC PREA office at (919) 825-2754.

Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDAC policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDAC policy.

By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

Note: The quantities noted below are estimated annual quantities and are submitted merely as a guide of the anticipated usage during the contract period. The State will be responsible only for items received. The State shall not be obligated to purchase in excess of its normal requirements. No maximum or minimum quantities are guaranteed. The State reserves the right to increase or decrease the quantities as needed during the term of the contract. The State will be responsible only for items received.

ITEM 1: BEEF TRIM

| QUANTITY/UOM | DESCRIPTION |
|---|----------------------------------|
| 280,000 Pounds (Estimated 6 month usage) | Beef Trim, as per SPECIFICATIONS |

| | |
|--|---|
| Manufacturer and Brand/Product Offered | TO BE COMPLETED BY VENDOR (NOTE: "As Specified" is not an acceptable response. In the space below, state all Manufacturer and Brand/Product Numbers being offered for this requirement. THIS IS REQUIRED INFORMATION. DO NOT REFERENCE PREVIOUS BIDS. DO NOT STATE THAT INFORMATION WILL BE PROVIDED IF AWARDED CONTRACT. FAILURE TO INCLUDE MANUFACTURER AND BRAND/PRODUCT NUMBERS SHALL RESULT IN DISQUALIFICATION OF BID WITHOUT FURTHER EVALUATION. |
| List manufacturer, brand, product numbers of all product being offered in the space provided | |
| Indicate Price differential (plus or minus cents per lb) | Price differential offered (indicate only one) Failure to follow this direction shall result in disqualification of bid without further evaluation. (+)Plus \$_____/LB or (-)Minus \$_____/LB |
| This section to be completed and used <u>FOR TABULATION PURPOSES ONLY.</u> Calculations are based on Urner Barry market price for 4/24/2024 of <u>2.90 per pound</u> Actual per pound price will be calculated for each purchase order based on Urner Barry Market Price day of order. | THIS SECTION MUST BE COMPLETED BY VENDOR for tabulation purposes. Failure to follow this direction shall result in disqualification of bid without further evaluation. <u>FOR TABULATION PURPOSES ONLY</u> Calculate unit price (per pound) based on Urner Barry market price for 4/24/2024 of <u>\$2.90 per pound.</u> Market Price for 4/24/2022 of <u>\$2.90</u> plus or minus differential offered of _____ = _____ per pound price (for tabulation) 720,000 pounds Beef Trim \$_____ / pound <div style="text-align: right;">\$_____</div> Extended |

ITEM 2: BEEF TOP ROUND

| QUANTITY/UOM | DESCRIPTION |
|--|---------------------------------------|
| 40,000 Pounds (Estimated 6 month usage) | Beef Top Round, as per SPECIFICATIONS |

| | |
|---|---|
| Manufacturer and Brand/Product Offered | <p>TO BE COMPLETED BY VENDOR (NOTE: "As Specified" is not an acceptable response.</p> <p>In the space below, state all Manufacturer and Brand/Product Numbers being offered for this requirement. THIS IS REQUIRED INFORMATION. DO NOT REFERENCE PREVIOUS BIDS. DO NOT STATE THAT INFORMATION WILL BE PROVIDED IF AWARDED CONTRACT. FAILURE TO INCLUDE MANUFACTURER AND BRAND/PRODUCT NUMBERS SHALL RESULT IN DISQUALIFICATION OF BID WITHOUT FURTHER EVALUATION.</p> |
| List manufacturer, brand, product numbers of all product being offered in the space provided | |
| Indicate Price differential (plus or minus cents per lb) | <p>Price differential offered (indicate only one) Failure to follow this direction shall result in disqualification of bid without further evaluation.</p> <p>(+)Plus \$_____/LB or (-)Minus \$_____/LB</p> |
| <p>This section to be completed and used FOR TABULATION PURPOSES ONLY.</p> <p>Calculations are based on Urner Barry market price for 4/24/2024 of \$3.50 per pound</p> <p>Actual per pound price will be calculated for each purchase order based on Urner Barry Market Price day of order.</p> | <p>THIS SECTION MUST BE COMPLETED BY VENDOR for tabulation purposes. Failure to follow this direction shall result in disqualification of bid without further evaluation.</p> <p>FOR TABULATION PURPOSES ONLY</p> <p>Calculate unit price (per pound) based on Urner Barry market price for 4/24/2024 of <u>\$3.50 per pound</u>.</p> <p>Market Price for 4/24/2024 of <u>\$3.50</u></p> <p>plus or minus differential offered of _____ = _____ per pound price (for tabulation)</p> <p>40,000 pounds Beef Top Round \$_____ / pound</p> <p>\$_____ Extended</p> |

TOTAL EXTENDED PRICE: \$ _____

Prior Bid Number: 52-IFB-733542115-SDD

Prior Awarded Vendor: Advanced Commodities, Inc.

Item #1: Manufacturer: All Approved Brands Price/Pound: Plus \$0.116 = \$2.596 Extended Price: \$1,142,240.00

Item #2: Manufacturer: All Approved Brands Price/Pound: Minus \$0.177 = \$3.723 Extended Price: \$148,920.00

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? ☐ **Yes** ☐ **No**

*If **yes**, provide Vendor #: _____*

*If **no**, does Vendor qualify for certification as HUB?* ☐ **Yes** ☐ **No**

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *Goods* procurements, are you using Tier 2 suppliers? ☐ **Yes** ☐ **No**

*If **yes**, then provide the following information:*

| Company Name | Company Address | Website Address | Contact Name | Contact Email | Contact Phone | NC HUB certified? | Percent of total bid price |
|--------------|-----------------|-----------------|--------------|---------------|---------------|-------------------|----------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ Yes ☐ No

If yes, then provide the following information:

| Company Name | Company Address | Website Address | Contact Name | Contact Email | Contact Phone | NC HUB certified? | Percent of total bid price |
|--------------|-----------------|-----------------|--------------|---------------|---------------|-------------------|----------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

| | |
|--|--|
| Name of Customer Organization: | |
| Customer Reference Name: | |
| Customer Reference Address: | |
| Customer Reference Email: | |
| Start Date: | |
| End Date: | |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: | |

| | |
|--|--|
| Name of Customer Organization: | |
| Customer Reference Name: | |
| Customer Reference Address: | |
| Customer Reference Email: | |
| Start Date: | |
| End Date: | |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: | |

| | |
|--|--|
| Name of Customer Organization: | |
| Customer Reference Name: | |
| Customer Reference Address: | |
| Customer Reference Email: | |
| Start Date: | |
| End Date: | |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: | |

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES ☐ NO ☐

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.
- b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

- 1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
- 2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below)

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☐ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT J: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, "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 subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT K: ALCOHOL/DRUG-FREE WORKPLACE POLICY

POLICY

It is the policy of the Department of Adult Correction to provide a work environment free of alcohol and drugs in order to ensure the safety and well-being of employees, correctional clientele, and the general public. All employees of the Department of Adult Correction, including permanent full-time, trainee, and permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free workplace, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Adult Correction are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Adult Correction utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.