

**CLEVELAND COUNTY SCHOOLS
CHILD NUTRITION PROGRAM
Fresh Produce
PROPOSAL**

TITLE: **Fresh Produce Bid** See tabulation form.

ISSUE DATE: Jan. 16, 2026

Proposals subject to the conditions made a part hereof will be received until
Monday, Feb. 16, 2026 at 1PM.

The Department recommends submitting responses through a company that offers a tracking/monitoring system. Ex: Fed Ex, UPS, etc.

Proposals sent by U.S. Mail are routed through the State Mail Service Center. If your proposal is not received by the opening date and time shown above, the proposal will not be considered.

Send all Proposals directly to the address as shown below:

**CLEVELAND COUNTY SCHOOLS
CHILD NUTRITION
400 WEST MARION STREET
SHELBY, NORTH CAROLINA 28150
ATTENTION: JAMIE CURRIER
BID DOCUMENTS ENCLOSED**

Proposals submitted via telegraph, facsimile (Fax) machine, telephone and electronic means, including but not limited to e-mail in response to this Request for Proposals **WILL** be acceptable.

Direct all Inquiries concerning this RFP to:

**JAMIE CURRIER, DIRECTOR
CHILD NUTRITION
400 WEST MARION STREET
SHELBY, NORTH CAROLINA 28150
704-476-8126
jbcurrier@clevelandcountyschools.org**

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at [Program Discrimination Complaint Form English](#) [409.6 kB], [Program Discrimination Complaint Form Spanish](#) [389.3 kB] and from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:

(833) 256-1665 or (202) 690-7442; or

email:

Program.Intake@usda.gov

This institution is an equal opportunity provider.

SCOPE OF CONTRACT – Cleveland County Schools seeks to contract with produce vendor to purchase **Fresh Produce products** for all Cleveland County Schools cafeterias. See specifications attached.

Contract Period: The contract is intended to begin on or about **July 1, 2026** and continue until **June 30, 2027**. At the option of Cleveland County Schools, this contract may be extended for four (4) additional one-year periods. Both party agreements in writing are required.

General Specifications: Fresh Produce Products. See specifications attached.

Time for Acceptance: Offer must be good for at least 90 days from the date of opening. Although the contract is expected to be awarded prior to this time, the 90 day period is requested to allow for unforeseen delays.

Reference to Other Data: Only information received in response to this RFP will be evaluated. Reference to information previously submitted will not be considered.

Advertising: In submitting its proposal, the offeror agrees not to use the results therefrom as a part of any news release or commercial advertising.

Confidentiality of Proposals: In submitting a proposal, the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the Contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award.

Competitive Offer: Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws

Late Data: Each offeror is cautioned that Cleveland County Schools is not obligated to ask for or accept, after the closing date for the receipt of proposals, data which is essential for a complete and thorough evaluation of the proposals. Cleveland County Schools may award a contract based on initial offers received without

discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable and complete price and technical terms, which the offer can submit to Cleveland County Schools.

Cost for Proposal Preparation: Any costs incurred by offerors in preparing or submitting offers are the offeror's sole responsibility; Cleveland County Schools will not reimburse any offeror for any costs incurred prior to award.

INTRODUCTION & BACKGROUND

A. Purpose

The purpose of this Request for Proposal (RFP) is to solicit firm proposals from Vendors for Fresh Produce Products for school year beginning **July 1, 2026** through **June 30, 2027**. There are 24 schools participating in the NSLP in Cleveland County Schools with an average daily attendance of approximately 15,000 children. With the vast growing variety of cultures and ethnic backgrounds, it is imperative that we be able to offer a much larger variety of foods for student taste testing. Although price is our first consideration when evaluating proposal awards, student acceptability of end products has to be taken into full consideration when making awards. Fresh Produce Products will be purchased for all Cleveland County Schools Nutrition Program, 24 locations in all.

Scope of Contract: – Cleveland County Schools seeks to contract with vendors to purchase Fresh Produce Products.

District Responsibility – Cleveland County Schools will establish award criteria consistent with SFNS standards and requirements at all levels federal, state, and local. The following are examples of things to consider when evaluating your end products; price should be considered, student taste testing, acceptability should be given full consideration, frequency of deliveries, delivery fees, availability, processing fees, refunds and rebates.

Organization

Cleveland County Schools Child Nutrition is a non-profit Child Nutrition Program serving a demographically diverse body of students from kindergarten through young adults, staff, and parents.

C. Calendar of Events

Proposal issue date: Jan. 16, 2026

**Proposal due date and time: Feb. 16, 2026 no later than 1PM.
at Child Nutrition Office at 400 West Marion Street Shelby, North Carolina 28150.
Late bids will not be accepted.**

TERMS AND CONDITIONS

APPROPRIATED FUNDS - Any order issued as a result of this solicitation is contingent upon the availability of appropriated funds. If funds do not become available or withdrawn, school systems reserve the right to cancel any order.

ASSIGNMENT – Any award made as a result of this solicitation *may not be* transferred, assigned, subcontracted, mortgaged, pledged or otherwise disposed of or encumbered in any way by the successful proposer(s).

AUTHORIZED SIGNATURE: Any document that requires the Offeror's signature, the signature provided must be that of the Owner, Partner, or Corporate Officer duly authorized to sign contractual agreements.

CANCELLATION - Any order issued as a result of this solicitation may be canceled for any reason or cause.

CONTRACT TERM - All prices and terms and conditions agreed upon between **Cleveland County Schools** and the successful proposer(s) will be held **firm for a period of one (1) year. Upon both parties signed agreement this contract can be extended for an additional 4 years.**

- **Senate Bill 961** – The General Assembly of North Carolina enacts: SECTION 1. GS 115C-264, effective August 1, 2005, "For nutritional purposes, the public schools shall not (i) use cooking oils in their school food programs that contain trans-fatty acids or (ii) sell processed foods containing trans-fatty acids that were formed during the commercial processing of the foods." Therefore, Cleveland County Schools requires that all respondents quote only on items that comply with the standard.
- **Delivery Location and Orders** – All beverage products shall be delivered to each school, a minimum of every week. Cleveland County Schools reserves the right to change the delivery location and delivery schedule where the products are to be received. **All deliveries must be made between the hours of 7:00am and 1:30pm.** NO EXCEPTIONS. Orders will be submitted to the Vendor awarded the Contract by Cleveland County Schools on a schedule and by a method that is mutually agreeable to both parties. Cleveland County Schools prefers the shortest lead time possible in order to minimize inventory levels at schools. Orders may be transmitted electronically, by fax, phone OR as mutually agreed upon by the Vendor awarded the Contract and Cleveland County Schools.
- **Sanitation/Safety** – The successful proposer(s) will warrant that all products be fresh, clean, wholesome, upon delivery, and will be packaged, handled, and transported in an acceptable manner. If a food product is determined to be unacceptable CNP has a right to refuse the delivery.

FEDERAL PROGRAM REGULATIONS

The Child Nutrition Programs receiving goods and services under this Contract are Federally-funded programs operated under the authority of the United States Department of Agriculture (USDA). This IFB and the subsequent Contract shall comply with 7 CFR Parts 210, 220, 225, 250, 3015 and 3016 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.

INSURANCE

The Vendor awarded the Contract shall maintain all necessary insurance for the period during which purchases are made, including Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance. The Vendor must provide Evidence of Insurance in ATTACHMENT C that it currently has, and agrees to purchase and maintain, during its performance under this Contract, the following insurance from one or more insurance companies authorized to do business in the State of North Carolina:

1. Property Damage - The Vendor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.
2. Commercial General Liability – Vendor shall maintain Commercial General Liability insurance that shall protect the Vendor from claims of bodily injury or property damage which arise from performance under this Contract. This insurance shall include coverage for Contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate.
3. Worker's Compensation - The Vendor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employer's liability insurance.
4. Should any of the above required insurance be cancelled before the expiration, the issuing company

will mail thirty (30) days written notice to the School District.

EQUAL EMPLOYMENT OPPORTUNITY – All proposers shall comply with “Equal Employment Opportunity”, as amended by Executive Order 11375, and supplemented in the Department of Labor regulations (41CFR Part 60). Individuals shall not be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.

EXCEPTIONS- Proposer(s) are responsible for identifying in the specific paragraph any exception to the requirement and terms and conditions specified herein. *Any exceptions to the terms and conditions specified herein must be noted in the specified paragraph, and returned with the proposal.* Cleveland County Schools Child Nutrition Program may consider a quote, which is qualified with conditional clauses or terms, non-responsive.

FINANCIAL RESPONSIBILITY – Cleveland County Schools assume no financial responsibility for any costs incurred in developing and submitting a proposal or of samples that may be required.

FORMAT – All information that is provided by the proposer(s) shall be submitted in *one (1) original*. Proposers are responsible for ensuring their quotes are received at the time and place specified on the cover page. Cleveland County Schools Child Nutrition is not responsible for quotes that arrive late or do not have all the required information.

INDEMNIFICATION- Successful proposer(s) shall indemnify Cleveland County Schools from and against any and all claims, demands, damages, lawsuits, expenses, costs, liabilities, injuries, liens, and causes of action of any and every nature whatsoever, arising out of, resulting from, or in any manner connected with or concerning performance, of the work hereunder, and the contractor hereby agrees to defend any and all such actions brought against Cleveland County Schools for any and all expenditures, or expenses, including but not limited to, court costs and attorney’s fees, made or incurred by Cleveland County Schools, and/or by reason of such suit or suits.

INTREPREATION- This solicitation represents the basis for any award between a proposer and the Cleveland County Schools, and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). The information submitted by the proposer(s) should be **self-explanatory** and not require any clarification or additional information.

INVOICES- The successful proposer(s) shall send their invoices to Cleveland County Schools Child Nutrition Program, 400 West Marion Street Shelby North Carolina 28150 that received the end product; payment terms are net thirty (30) days.

PERIOD OF AGREEMENT – This agreement shall become effective on **July 1, 2026** and will terminate on **June 30, 2027**. This Agreement shall not be amended except by a written agreement signed by the parties hereto. Upon agreement by both parties, this contract agreement shall be extended for up to an additional 4 years. Both parties must agree and must be in writing.

RECORD RETENTION- All records and documents must be retained for a minimum of 3 years.

PRICES- All prices quoted shall remain **firm** for the contract period. Prices quoted shall be based on the cost of the item and include: distribution, financing and profit, production losses, analyses cost, waste, labor, overhead, and transportation to each School location.

PRODUCT RECALL- If a product recall is instituted on an item that has been delivered; the successful proposer(s) will immediately notify Cleveland County Schools.

Award of Contract - Award of contract will be made to the qualified Offeror whose offers are determined to be advantageous to Cleveland County Schools. Bid will be awarded to the most responsive and responsible bidder.

CNP reserves the right to accept or reject any proposal (in whole or in part), waive formalities, and make awards in a manner that is most advantageous and beneficial to Cleveland County Schools.

QUALITY- Any order issued, as a result of this solicitation will conform to the specifications and descriptions identified herein. When requested, the successful proposer(s) will furnish a sworn affidavit from the supplier certifying the requested and delivered products meet the specified requirements. However, such affidavit will not relieve the successful proposer(s) from the responsibility of complying with any added requirement of the purchase orders or contract documents.

PRODUCT RECALL

The Vendor awarded the Contract shall be expected to voluntarily comply with all Federal, State and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. The Vendor shall have a

process in place to effectively respond to a food recall; the process must include accurate and timely communications to the School District and Alliance and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner.

RENEWAL- Cleveland County Schools Child Nutrition Program may request to renew the original contract, as amended from time to time, at the same terms, conditions, and pricing.

RESPONSIBLE PROPOSER- Proposer(s) must have adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements (taking into consideration existing business commitments), and must be an established possessor that can provide services specified herein.

RETURN OF INVITATION TO PROPOSAL- A proposal once submitted will become the property of Cleveland County Schools and *will not* be returned to the proposer(s).

ADDENDUM

In the event that any changes to this Proposal occur subsequent to the mailing or delivery of the original Proposal Request, the changes or corrections will be made by addendum, and any updated information contained in any addendum will prevail over the information previously provided. All addendums will be mailed to all vendors that received the original Proposal.

SUBSTITUTIONS- No substitutions of finished products awarded on this proposal will be allowed unless approved by Jada Brown, Child Nutrition Director.

SUSPENSION AND DEBARMENT CERTIFICATION: By signing the offer section of the Offer and Acceptance page the proposer or offeror certifies that the firm business or person submitting the proposal or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State, or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the proposal or offer or cancellation of a contract. The State may exercise any other remedy available by law.

TAXES- Cleveland County Schools Child Nutrition Program is tax-exempt; therefore, prices or discounts shown herein do not include any North Carolina sales or use taxes

TERMINATION FOR CONVENIENCE- CNP may elect to terminate the contract with the successful proposer(s) for any reason or cause upon the issuance of a thirty (30) day written notice, without penalty and violating the rights of the successful proposer(s). Additionally, the successful proposer may be assessed a reasonable penalty that will be used to assist CNP in finding alternative suppliers and re-issuing this solicitation if unable to fulfill contract.

TITLE AND RISK OF LOSS- The title and risk of loss for the requested items shall remain with the successful proposer(s) until the items have been delivered and accepted.

WARRANTY – The contractor guarantees items offered to be free from any and all defects in material, packing, and quality and agrees to replace defective items promptly at no charge to the recipient agency.

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.

EMPLOYEE EXPECTATIONS

The Vendor's personnel are to present a professional appearance at all times while on school property. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any of the School District facilities. The Vendor's personnel are forbidden to consume alcohol, use tobacco, or possess firearms on school property at any time.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

The employment of unauthorized aliens by the Vendor is considered a violation of Section 247A (e) of the Immigration Reform and Control Act of 1986. If the Vendor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the Contract.

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

Issued by the Child Nutrition Services Section, June 3, 2009

FOOD DRUG AND COSMETIC ACT REGULATIONS

All food products supplied by the Vendor awarded the Contract will comply with Standards of Identity, Quality and Fill as described in 21 CFR Part 100 of the Food, Drug and Cosmetic Act regulations.

Clean Air Act

The contractor and Cleveland County Schools Child Nutrition 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.

Energy Conservation Plan

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).

Equal Employment

The contractor 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 CFR Part 60.

Nondiscrimination

During the performance of the Contract, the Contractor shall not discriminate or deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, gender, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer."

Civil Rights Act

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."

Consumer Product Safety Act

The Contractor shall comply with the provisions of the Consumer Product Safety Act.

Rejection

The Board shall have the right to reject any commodity processed not in conformity with specification requirements or any proposal item that exceeds our anticipated budget allocation.

Buy American Compliance

As a sponsor of the National School Lunch and School Breakfast Programs, the district will consider only applicable products which comply with the requirements of the "Buy American" Act.

The Buy American Provision

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the NSLP and SBP in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in meals served under the programs.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States.

The report accompanying the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

It is the CNP's intent to strictly adhere to this policy. Decisions to the contrary shall be the CNP responsibility. The proposers shall give the CNP advance notice of any conflict with this policy.

QUOTE IDENTIFICATION

It is to be clearly understood that all requested information must be clearly marked on each price sheet item quote (to include acceptable brand) to eliminate any cause for question. Proposers not providing the same on quote items will be cause for rejection of the item.

TERMS AND CONDITIONS

The board reserves the right to:

1. Reject any or all quotes received by it.
2. Waive minor informalities in any proposal.
3. Accept any proposal or part thereof, which in its judgment, will be in the best interest of the Cleveland County Schools.

ASSURANCES REGARDING LEGAL AND ETHICAL MATTERS

The Vendor has noted any and all relationships that might be conflicts of interest and included such information with his/her Bid response.

If this Bid is accepted, in whole or in part, the Vendor will furnish any item(s) awarded to them under this IFB/Contract to the School District at the proposed price and in accordance with the item specifications and the terms and conditions contained in this IFB/Contract. Sub-contracting or out-sourcing of item(s) awarded is not permitted.

The Vendor 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 IFB/Contract it would in no other way whatsoever be disqualified to propose or receive any award or Contract related to this IFB, and the Vendor will comply with any reasonable requests from the School District to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

The Vendor has identified and disclosed in this written Bid any and all known suspected matters that would disqualify it from participating in this IFB or receiving any award or Contract related to this IFB, recognizing that the Vendor's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this Bid any such matters which do exist is a material breach of Contract. Such action would void the submitted Bid or any resulting Contracts, and subject the Vendor to removal from all procurement lists and possible criminal prosecution.

The Vendor has obtained, and will continue to maintain during the entire term of this Contract, all permits, approvals or licenses necessary for lawful performance of its obligations under this Contract.

The Vendor will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the School District and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities

under this Contract. Neither the School District nor any of its members shall be liable to the Vendor for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the School District declares the Vendor in default.

Remedies for Non-Performance of Contract and Termination

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

In the case of default by the awarded Vendor, the School District has the right to purchase any or all items in default in the open market, charging the Contractor with any additional cost. The defaulting Contractor shall not be considered a responsible bidder until the assessed charge has been satisfied. A School District may go to the next low bidder in the event of Vendor default. If there is no second bidder, the School District may pursue **G. S. 143-139 (g)**, the Piggyback option, using legal procedures.

Termination by the School District for cause, default or negligence on the part of the Vendor awarded the Contract shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. Any advance notice requirements are waived and the default provision in the IFB shall apply. The School District may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or renewal.

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

Vendor failure to adhere to any of the provisions of the General Terms and Conditions of this IFB/Contract, Vendor delivering any product(s) that fail to meet the Item specifications included in this IFB/Contract relating to the awarded product(s), Vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior approval, Vendor failure to meet the required delivery schedules as identified in the IFB/Contract documents, or Vendor violation of any other provision contained within the General Terms and Conditions or any Attachment or Addendum(s) thereto which provides for Contract termination as a remedy.

In the event the School District terminates this Contract, in whole or in part, for cause or default on the part of the Vendor awarded the Contract, the School District reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsive Vendor as it deems such award to be in the best interest of the School District.

Should any Contract formed hereunder be funded from School District appropriations, and in the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a Contract made pursuant to this solicitation, the School District shall immediately notify the Vendor awarded the Contract of such occurrence but the School District shall have no further obligation as to such current or succeeding fiscal year and the Contract shall be null and void, except as to the portions of payment herein agreed upon for the funds which shall have been appropriated and budgeted.

Submittals – Each quote MUST provide the following information:

Completed Product Quote Sheets with:

_____ Nutritional Data / Analysis Specification Sheets with photos of products

_____ Product Samples

_____ Ingredient Statement

_____ Signed Debarment

_____ Signed Certificate of Lobbying Agreement

_____ Tabulation Form

_____ Non-Collusion Certification

_____ Standard Terms and Conditions

_____ Drug Free Work Form

NO PROPOSAL RESPONSE FORM

PROPOSERS: To ensure acceptance of proposal, follow these instructions.

NO PROPOSAL: If not submitting a quote, respond by returning this form, marking it "no quote" and explain below the reason. Repeated failure to quote without sufficient justification shall cause for removal of a supplier's name from the proposal list. Note: A Proposer, to qualify as a respondent must submit a "no quote", and it must be received no later than the stated proposal opening date and hour.

Reason for NO Quote:

By my signature, I _____ Certify that on _____, (date)
(type name of company) _____ has reviewed CNP's solicitation for Commodity
Processing of USDA Commodities and elects not to submit an RFP.

Print Name of Responder

Title of Individual

Address of Company

City, State, Zip Code

Telephone Number

Facsimile Number

STANDARD TERMS AND CONDITIONS FROM STATE

General Conditions:

Hold Harmless and Indemnification: During the term of this proposal the proposer shall indemnify, hold harmless, and defend the CNP, its agents, servants and employees from any and all cost and expenses including but not limited to, attorney's fees, reasonable investigative and discovery costs, court cost and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability or any claims or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the proposer, his agent, servants or employees, or any of his equipment when such person or equipment are on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, or death of any person, group organization, whether employed by the proposer or the Board or otherwise.

Proposers and/or interested parties may attend this proposal opening.

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quote for the materials, or supplies and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a quote to the CNP the Proposer offers and agrees that if the proposal is accepted, the Proposer will convey, sell assign or transfer to the CNP, all rights, title and interest in and to all causes of action it may now or hereafter acquired under the Anti-Trust Laws of the United States and the State of NC for price fixing relating to the particular commodities or services purchased or acquired by the CNP. At the Board's discretion, such assignment shall be made and become effective at the time of final payment to the Proposer.

AUTHORIZED SIGNATURE AND TITLE (MANUAL)

AUTHORIZED SIGNATURE AND TITLE (TYPED)

COMPANY NAME

ITEM SPECIFICATIONS AND BRANDS

A proposer must provide a quote price on all items specified. It is the proposer's responsibility to establish that the products proposal meets all specifications, e.g., USDA grade standards. Food products processed in other countries, with the exception of pineapple, will not be accepted.

If Cleveland County Schools specified a brand and product code number to establish product characteristics, quality and performance for an item, a proposer may offer another brand; however, the burden of proof that the alternate brand is of equal quality, characteristics, and performance rests with the proposer. (Proposers should exercise caution when offering alternate brands. CNP may have tested and eliminated quality brand items which are acceptable in on-site food preparation and service but are not suitable for use in prepackaged meals.) For each item for which an alternate brand is offered, the proposer must provide the brand, code number, and the product label and specifications.

The North Carolina Public Schools may verify specifications and test to determine if the alternate brand quote is acceptable to food specialist and/or students; however, because of the cost involved, CNP may elect to use the results of previous tests to determine acceptance. CNP reserves the right to select the product brand by either method. Any proposer wanting information may contact the Foodservice Procurement Specialist. Submitting a proposal shall imply acceptance of the CNP method of selection, which shall be final and binding.

TO: All Proposers

FROM: Cleveland County Schools, Child Nutrition Programs, Jamie Currier, Director,

SUBJECT: Cooperative Proposals

RE: Joint Cooperative Governmental Purchasing Program, State Board of Education
Rule 6A-1 .012 Para 5, SICOP, and My School Board Purchasing Consortium

RFP #: #(1100) – Fresh Produce Products

In accordance with the CNP and RFP # (100), please be so notified that the Any County Commission and any and all other NC school districts, governmental agencies, municipalities and Any County entities are hereby authorized to procure from this proposal, at their own discretion.

The quantities listed herein are only anticipated estimated usage from the Any County School Board and do not reflect usage factors from other Any County governmental agencies or state school districts. Please govern yourselves accordingly.

The CNP is at all times custodian of this proposal.

Please sign and return to the above named, with your proposal, at the address listed below, if your firm is in full agreement.

Signature of Authorized Representative:

Name & Address of Vendor: _____

Phone Number: _____

Date:

DRUG FREE WORK PLACE, SECTION 111-111 NC STATUTES

IDENTICAL TIE BID - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (Provide School District with a copy of said document with firm's name on Notification Document.)
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or noio contenders to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sight the statement, I certify that this firm complies fully with the above requirements

Vendor's Corporate Name

Signature of BiddersExecutive Officer

NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the proposer certifies that: (a) The proposal has been independently arrived at without collusion with any other proposal or competitor; (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of the proposals, to any other proposer, competitor or potential competitor; (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit proposal; (d) The person signing this proposal certifies that he/she has been fully informed regarding the accuracy of the statements contained in this certification.

Authorized Signature

Title of Individual

Address of Company

City, State, Zip Code

Telephone Number

Facsimile Number

Email address

EVIDENCE OF INSURANCE

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

CRIMINAL BACKGROUND CHECKS – LUNSFORD ACT COMPLIANCE

Provide an explanation of company policy to provide compliance with the above requirement.

VENDOR'S FOOD RECALL POLICY/PROCEDURES SUMMARY

The U.S. food service industry is the safest in the world, but issues surface from time – to – time requiring fast and effective communication to recall a product that has been deemed unsafe. Provide a summary, or attach a document, explaining your company policy on addressing Food –Recalls.

**HUB Certification
Historically Underutilized Business (HUB) Certification**

Companies submitting Bids that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB)

Entities are encouraged to indicate their HUB status when responding to this IFB.

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**

Company Name (Print)

Signature of Authorized Representative

No, my company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

Company Name (Print)

Signature of Authorized Representative

Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Company Name (Print)

Authorized Signature

Date

CERTIFICATION, DEBARMENT, INELIGIBILITY and VOLUNTARY EXCLUSION

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

The prospective participant certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state, federal department or agency.

Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

Organization Name (print) IFB # _____

Name and Title of Authorized Representative (print)

Signature Date _____

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

COVID 19 Response Plan

Provide an explanation of company policy to provide compliance with the above requirement.