



STATE OF NORTH CAROLINA

Department of Health and Human Service

Division of State Operated Healthcare Facilities – Central Region

Invitation for Bid #: 30-25013

FRESH BREAD AND BAKERY ITEMS

Date Issued: September 17, 2024

Bid Opening Date: September 27, 2024

At 2:00 PM ET

Direct all inquiries concerning this IFB to:

Rita Sutton

Facility Type Manager

Email: rita.sutton@dhhs.nc.gov

Phone: 984.220.1049



STATE OF NORTH CAROLINA

Invitation for Bids

30-25013

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
DHHS – Division of State Operated Healthcare Facilities

Refer <u>ALL</u> Inquiries regarding this IFB to: The procurement lead through the Message Board in the Sourcing Tool. See section <u>2.5</u> for details: Rita Sutton	Invitation for Bids # 30-25013
	Bids will be opened virtually: September 27, 2024 @ 200 PM
Using Agency: Central Regional Hospital and Murdoch Developmental Center	Commodity No. and Description: 501819 Bread and biscuits and cookies
Requisition No.: TBD	

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 sixty (60) 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.

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____.

(Authorized Representative of DHHS – Division of State Operated Healthcare Facilities)

TABLE OF CONTENTS

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM.....	5
2.0	GENERAL INFORMATION.....	5
2.1	INVITATION FOR BID DOCUMENT.....	5
2.2	E-PROCUREMENT FEE	5
2.3	NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....	6
2.4	IFB SCHEDULE	6
2.5	BID QUESTIONS	7
2.6	BID SUBMITTAL	7
2.7	BID CONTENTS.....	8
2.8	ALTERNATE BIDS	8
2.9	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	8
3.0	METHOD OF AWARD AND BID EVALUATION PROCESS.....	9
3.1	METHOD OF AWARD.....	9
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	9
3.3	BID EVALUATION PROCESS.....	10
3.4	PERFORMANCE OUTSIDE THE UNITED STATES	10
3.5	INTERPRETATION OF TERMS AND PHRASES	11
4.0	REQUIREMENTS.....	11
4.1	PRICING	11
4.2	ESTIMATED QUANTITIES.....	11
4.3	PRODUCT IDENTIFICATION.....	11
4.4	TRANSPORTATION AND IDENTIFICATION	11
4.5	DELIVERY.....	11
4.6	AUTHORIZED RESELLER.....	12
4.7	DESCRIPTIVE LITERATURE – NUTRITIONAL INFORMATION.....	12
4.8	SAMPLES	15
4.9	HUB PARTICIPATION.....	15
4.10	REFERENCES	15
4.11	VENDOR’S REPRESENTATIONS	15
4.12	FINANCIAL STABILITY	15
4.13	AGENCY INSURANCE REQUIREMENTS MODIFICATION	15
4.14	VACCINATION AND INFECTION CONTROL MEASURES.....	16
4.15	TERMINATION FOR CONVENIENCE.....	16
5.0	PRODUCT SPECIFICATIONS	16
5.1	SPECIFICATIONS.....	16
5.2	DEVIATIONS.....	18
6.0	CONTRACT ADMINISTRATION.....	18
6.1	CONTRACT MANAGER AND CUSTOMER SERVICE.....	18
6.2	CONTINUOUS IMPROVEMENT	19
6.3	ACCEPTANCE OF WORK	19
6.4	INVOICES	20
6.5	DISPUTE RESOLUTION	20

6.6	PRODUCT RECALL	20
6.7	PRICE ADJUSTMENTS	20
6.8	CONTRACT CHANGES	20
6.9	ATTACHMENTS.....	20
ATTACHMENT A: PRICING FORM		21

1.0 PURPOSE AND BACKGROUND

The Department of Health and Human Services (DHHS), Division of State Operated Healthcare Facilities (DSOHF) oversees and manages thirteen (13) state operated healthcare facilities that treat adults and children with mental illness, developmental disabilities, substance abuse disorders, and neuro-medical needs. In collaboration with our partners and with a commitment to rights, equity, and inclusion, we provide a system of high-quality care to individuals whose complex behavioral and medical needs exceed the level of care available in the community.

Products offered within this Invitation for Bids (IFB) must meet National School Lunch Program (NSLP) and School Breakfast Program (SBP) regulations at 7 CFR Parts 210 and 220. Foods that qualify as whole grain-rich for the school meal programs are foods that contain 100-percent whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50-percent is whole grain. Whole grain-rich products must contain at least 50-percent whole-grains and the remaining grain, if any, must be enriched. Pursuant to the new NSLP and SBP regulations, the updated meal patterns, which include requirements for whole-grain rich grain products based on oz eq, will become effective on July 1, 2012, the beginning of SY 2012-2013.

As provided for in NSLP and SBP regulations, grain products must be credited using the oz eq method. This criterion is applied to various products as follows:

- Baked goods, such as breads, biscuits, bagels, etc., require 16 grams of creditable grain ingredients in order to provide 1 oz eq credit.

The intent of this Invitation for Bids (IFB) is to obtain pricing from qualified Vendors and award an Agency Specific Term Contract for the purpose of providing Bread and Bakery Items to the following two (2) State Operated Healthcare Facilities located in the Central Region of the State:

Central Regional Hospital
300 Veazey Road
Butner, NC 27509

Murdoch Developmental Center
1600 East C Street
Butner, NC 27509

NOTE: ALL ITEMS IN THIS SOLICITATION MUST BE FRESH BAKED. NO FROZEN ITEMS WILL BE ACCEPTED.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date").

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 up to two (2) additional one-year terms. 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. In addition, the State reserves the right to extend a contract term after the last active 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	September 17, 2024
Submit Written Questions	Vendor	September 20, 2024, by 2:00 PM
Provide Responses to Questions	State	September 23, 2024
Submit Bids	Vendor	September 27, 2024, by 2:00 PM Microsoft Teams Join the meeting now Meeting ID: 222 067 289 338 Passcode: NqomF7
		Dial in by phone +1 984-204-1487,,282701416# United States, Raleigh Find a local number Phone conference ID: 282 701 416# Join on a video conferencing device

		Tenant key: ncgov@m.webex.com Video ID: 119 296 182 8
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 # 30-25013 – 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 to Section 4.7 DESCRIPTIVE LITERATURE – NUTRITIONAL INFORMATION (see example provided)
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed 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 I: STATE CERTIFICATIONS
- k) Completed and signed version of ATTACHMENT J: NC OFFICE OF STATE CONTROLLER SUBSTITUTE W-9 FORM

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.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **CENTRAL REGIONAL HOSPITAL (CRH):** One of three regional psychiatric hospitals that provides psychiatric and medical care to adults and adolescents in 25 counties in the central region of the state. CRH also serves children ages 11 and under from all 100 counties of North Carolina.
- c) **DHHS:** The Department of Health and Human Services.
- d) **DSOHF:** The Division of State Operated Healthcare Facilities.

- e) **MURDOCH DEVELOPMENTAL CENTER (MDC):** One of three state operated developmental centers, primarily serving 25 counties of the central region of the state. MDC provides services and support to people with intellectual and developmental disabilities (IDD), complex behavioral challenges or medical conditions whose clinical treatment needs cannot be supported in the community.

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 included within this IFB. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous one (1) year 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.

4.3 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):

Bid Number: 30-25013

Central Regional Hospital
300 Veazey Road
Butner, North Carolina 27509

Vendor: _____

Murdoch Developmental Center
1600 East C Street
Butner, North Carolina 27509

Successful Vendor shall make deliveries in quantities desired by the receiving facilities on an as needed basis. In most cases, deliveries will be made during normal working hours. Delivery will be agreed upon by both the vendor and the receiving facility. Awarded vendor(s) will be required to contact Food Service Managers at the receiving facilities to determine the time and conditions under which the bread and bakery products will be delivered. Products shall be delivered on specific days to determine the time and conditions under which the bread and bakery products will be delivered. Products shall be delivered on specific days to the above locations by the close of business. Shortage of product delivery shall not be acceptable. Delivery scheduled shall not change for any reason with the exception of unforeseen delivery vehicle malfunction and/or plant malfunction in which case the Food Service Managers will be notified immediately, and products will be delivered within twenty-four (24) hours afterwards.

Anticipated weekly delivery days provided below:

- **Central Regional Hospital:** Monday, Tuesday, Thursday, Friday, and Saturday between the hours of 5:00 A.M. and 8:00 A.M. on the specified days.
- **Murdoch Developmental Center:** Monday, Tuesday, Thursday, and Fridays between the hours of 5:00 A.M. AND 8:00 A.M. on the specified days.

EMERGENCY DELIVERIES:

All emergency deliveries shall be made at no extra charge, and if the emergency deliveries are needed, it is desired to have delivery made within four (4) hours. If this requirement cannot be met, please indicate below your guaranteed delivery time.

Yes _____ No _____ If no was selected, please indicate time: _____

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.

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 upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor's offer, at the discretion of the State.

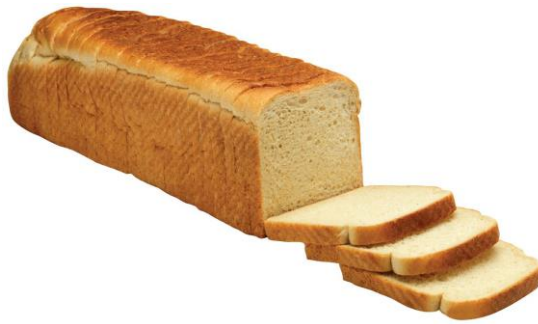
Vendor is the: ☐ Manufacturer ☐ Dealer ☐ Reseller ☐ Distributor

Authorized: ☐ Yes ☐ No Attached Manufacturer's Authority: ☐ Yes ☐ No

4.7 DESCRIPTIVE LITERATURE – NUTRITIONAL INFORMATION

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the bid, at the discretion of the State. Information provided shall match items that the Vendor is proposing within their response to this IFB.

EXAMPLE:



INGREDIENT LABELING INFORMATION

WATER, WHOLE WHEAT FLOUR, UNBLEACHED ENRICHED FLOUR (WHEAT FLOUR, MALTED BARLEY FLOUR, NIACIN, REDUCED IRON, THIAMIN MONONITRATE, RIBOFLAVIN, FOLIC ACID), SUGAR, WHEAT GLUTEN, CONTAINS 2% OR LESS OF EACH OF THE FOLLOWING: YEAST, SOYBEAN OIL, SALT, CULTURED WHEAT FLOUR, MONOCALCIUM PHOSPHATE, ENZYMES, ASCORBIC ACID, SOY LECITHIN

CONTAINS: WHEAT, SOY.

MANUFACTURED ON SHARED EQUIPMENT THAT ALSO PROCESSES PRODUCTS CONTAINING SESAME. MAY CONTAIN SESAME.

Nutrition Facts

24 Servings per container

Serving Size: 1 Slice (31 g / 1.1 oz)

Amount per serving

Calories 80

% Daily Value*

Total Fat 1g	1%
Saturated Fat 0g	0%
Trans Fat 0g	
Polyunsaturated Fat 0g	
Monounsaturated Fat 0g	
Cholesterol 0mg	0%
Sodium 120mg	5%
Total Carbohydrate 15g	5%
Dietary Fiber 1g	4%
Total Sugars 2g	
Includes 2g Added Sugars	4%
Protein 3g	
Vitamin D 0.3mcg	0%
Calcium 30mg	0%
Iron 0.8mg	4%
Potassium 50mg	0%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Calories per gram:

Fat 9 - Carbohydrate 4 - Protein 4

CLAIMS:

1 SERVING = 1 OZ EQ GRAIN

WHOLE GRAIN RICH

51% WHOLE GRAIN

8g OF WHOLE GRAINS PER SERVING

Formulation Statement for Documenting Grains in School Meals
Required Beginning SY 2013-2014
(Crediting Standards Based on Grams of Creditable Grains)

School Food Authorities (SFAs) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. Grain products may be credited based on previous standards through SY 2012-2013. The new crediting standards for grains (as outlined in Policy Memorandum SP 30-2012) must be used beginning SY 2013-2014. SFAs have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: _____ Code No.: _____

Manufacturer: _____ Serving Size _____
 (raw dough weight may be used to calculate creditable grain amount)

I. Does the product meet the Whole Grain-Rich Criteria: Yes _____ No _____
 (Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.)

II. Does the product contain non- creditable grains: Yes _____ No _____ **How many grams:** _____
 (Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)

III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H (cereal grains) or Group I (RTE breakfast cereals). (Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16grams creditable grain per oz eq; Group H uses the standard of 28grams creditable grain per oz eq; and Group I is reported by volume or weight.)

Indicate to which Exhibit A Group (A-I) the Product Belongs: _____

Description of Creditable Grain Ingredient*	Grams of Creditable Grain Ingredient per Portion ¹ A	Gram Standard of Creditable Grain per oz equivalent (16g or 28g) ² B	Creditable Amount A ÷ B
Total Creditable Amount³			

*Creditable grains are whole-grain meal/flour and enriched meal/flour.

¹ (Serving size) X (% of creditable grain in formula). Please be aware that serving sizes other than grams must be converted to grams.

² Standard grams of creditable grains from the corresponding Group in Exhibit A.

³ Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased _____

Total contribution of product (per portion) _____ oz equivalent

I certify that the above information is true and correct and that a _____ ounce portion of this product (ready for serving) provides _____ oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

Signature _____

Title _____

Printed Name _____

Date _____

Phone Number _____

4.8 SAMPLES

SAMPLE

Samples are not required prior to bid opening date; however, samples may be required 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.

4.9 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.

4.10 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 may be considered in the evaluation of the bid.

4.11 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.

4.12 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.

4.13 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Small Purchases

☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00

☐ Contract value in excess of \$1,000,000.00

4.14 VACCINATION AND INFECTION CONTROL MEASURES

All Division of State Operated Healthcare Facilities (DSOHF) staff and contractors must comply with immunization requirements as a condition of performing work in any DSOHF facility. DSOHF Vaccination policy (No. 182; September 20, 2022) applies to all DSOHF employees, volunteers, students, and trainees, working for or within a DSOHF facility. In addition, DHHS employees, whose assigned primary worksite is within or on the grounds of a DSOHF facility shall follow to this policy. Moreover, the vaccination policy applies to all contract and temporary workers who: 1.) have direct contact with patients/residents in a DSOHF facility, or 2.) work primarily within or on the grounds of a DSOHF facility, or 3.) have an employee-employer relationship working for or within a DSOHF facility.

This policy does not apply to outside health providers rendering services to Division patients/residents on their own behalf and at their own location, except to the extent required by applicable state or federal laws or regulations.

DSOHF CENTRAL REGION FACILITIES listed in this Contract will exercise its discretion in refusing the assignment and denying entry to any contractor or affiliate thereof who has not provided proof of vaccination against COVID-19. However, the DSOHF facility will permit a valid medical or religious exemption from vaccination, pursuant to the DSOHF Vaccination policy (No. 182; September 20, 2022).

DSOHF staff and contractors must adhere to the policies and procedures of DSOHF CENTRAL REGION FACILITIES listed in this Contract including control measures to detect and prevent the spread of communicable diseases. When indicated, based on the presence of a communicable disease in the facility, or in the community, DSOHF CENTRAL REGION FACILITIES listed in this Contract may order control measures, including screening/testing to detect the communicable disease or immunity thereto, source control, PPE, reassignment, furlough, or physical isolation from patients/residents of any covered individual who: 1.) has regular contact with patients/residents; or 2.) who provides services to patients/residents; or 3.) who work in any facility area.

4.15 TERMINATION FOR CONVENIENCE

If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

All bakery products shall meet the standard of quality and sanitation of the Department of Health and Human Services, the North Carolina Department of Agriculture and the Federal, State and Local regulatory agencies related to packaging and containers. In no case shall they be allowed to be below the minimum standards sold commercially. This bid is for bread varieties, rolls, buns, and specialty products. The quantities and products types, not quality, will vary for each receiving facility. However, the terms and conditions will be the same for each. All items must be fresh upon delivery with bread having a minimum of one-week shelf life. All facilities require the vendor to deliver, stock, and rotate stock on delivery, (This will not be permitted during a pandemic).

VENDOR RESPONSIBILITIES:

- Deliver and stock products.
- Check expiration dates and remove any expired product(s).
- Rotate stock on delivery.

NOTE: The quantities below are estimated annual amounts based on the prior year's usage. There are no minimum or maximum amounts guaranteed.

The **anticipated** contract period of performance for all locations is as follows:

- Contract year one beginning on the date of final execution

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.

CENTRAL REGIONAL HOSPITAL – NUTRITIONAL SERVICES DEPARTMENT

<i>Item #</i>	<i>Specifications</i>	<i>Unit Size and Count</i>
1	Bread: 51% WG - White Wheat Bread , round top, pre-sliced, 20-24 counts, milk, nuts, and egg free, plus low sodium, wrapped in standard commercial wrapper, sealed, stamped with date of production or color-coated tie; loaf.	Loaf - 24 Useable Slices/2 End Slices
2	Hamburger Buns: 51% WG - Whole Wheat Hamburger Buns , 4" seedless, milk, nuts, and egg free plus low sodium, split 16 counts, wrapped in standard commercial wrapper; package.	Package – 16/pkg
3	Hot Dog Buns: 51% WG - Whole Wheat Hot Dog Buns , seedless, milk, nuts, and egg free, plus low sodium, split, 16 counts, wrapped in standard commercial wrapper; package	Package – 16/pkg
4	Dinner Rolls: Nature's Own NOB4S Whole Wheat Dinner Rolls , 24 rolls per package, seedless, milk, nuts, and egg free, plus low sodium, ready to serve, individually portioned so a single roll equates to a single serving, sealed, stamped with date of production or color coded tie; package.	Package – 24/pkg

CENTRAL REGIONAL HOSPITAL – NUTRITIONAL SERVICES DEPARTMENT (Additional items not currently on the menu)

<i>Item #</i>	<i>Specifications</i>	<i>Unit Size and Count</i>
1	Sub Rolls: White Sub Rolls , 6.5 ", seedless, unsliced, milk, nuts, and egg free, plus low sodium, wrapped, sealed, stamped with date of production or tie; package.	Unit – 6/pkg
2	English Muffins: Multi-Grain English Muffins , milk, nuts, and egg free, plus low sodium, wrapped, sealed, stamped with date of production or tie; package.	Package – 6/pkg

CENTRAL REGIONAL HOSPITAL – SUNFLOWER GRILL

<i>Item #</i>	<i>Specifications</i>	<i>Unit Size and Count</i>
1	Bread: Whole Wheat Bread , round top, pre-sliced, 20-24 slices per loaf, milk, nuts, and egg free. wrapped in standard commercial wrapper, sealed, stamped with date of production or color-coated tie; loaf.	Loaf - 24 Useable Slices/2 End Slices
2	Bread: 51% WG - White Wheat Bread , round top, pre-sliced, 20-24 slices per loaf, wrapped in standard commercial wrapper, sealed, stamped with date of production or color-coated tie; loaf.	Loaf – 24 Useable Slices/2 End Slices
3	Hamburger Buns: 51% WG - White Hamburger Buns , 16 count, 4" pre-sliced, wrapped in standard commercial wrapper, sealed, stamped with date of production or tie; package	Package – 16/pkg
4	Hot Dog Buns: 51% WG - White Hot Dog Buns , seedless, milk, nuts, and egg free, plus low sodium, split, 16 counts, wrapped in standard commercial wrapper; package.	Package – 16/pkg

MURDOCH DEVELOPMENTAL CENTER

Item #	Specifications	Unit Size and Count
1	Bread: 51% WG - White Wheat Bread , round top, pre-sliced, 20-24 slices per loaf, milk, nuts, and egg free and low sodium, wrapped in standard commercial wrapper, sealed, stamped with date of production or color-coated tie; loaf.	Loaf - 24 Useable Slices/2 End Slices
2	Bread: Country White Gluten Free Bread , round top, pre-sliced, 15 slices per loaf, milk, nuts, and low sodium, wrapped in standard commercial wrapper, sealed, stamped with date of production or color-coded tie; loaf.	Loaf - 13 Useable Slices/2 End Slices
3	Hamburger Buns: 51% WG - Whole Wheat Hamburger Buns , seedless, milk, nuts, and egg free and low sodium, 16 count, 4" pre-sliced, wrapped in standard commercial wrapper, sealed, stamped with date of production or tie; package	Package - 16/pkg
4	Hot Dog Buns: 51% WG - Whole Wheat Hot Dog Buns , seedless, split 16 count, 4" buns, wrapped in standard commercial wrapper; sealed, stamped with date of production or tie; package.	Package - 16/pkg
5	Dinner Rolls: Nature's Own NOB4S Whole Wheat Dinner Rolls , 24 rolls per package, seedless, milk, nuts, and egg free, plus low sodium, ready to serve, individually portioned so a single roll equates to a single serving, sealed, stamped with date of production or color coded tie; package.	Package - 24/pkg
6	Powdered Sugar, White Mini Donuts	Package -10 oz
7	Cinnamon Rolls	Package -6/pkg

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:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues invoicing, credits and any questions or concerns regarding product complaints.

Customer Service 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 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of work products shall be based on the following criteria:

- Maintaining delivery schedule
- Deliveries matching quantities ordered with no and/or limited shortages
- Product freshness
- Rotation of stock

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.4 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.

6.5 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.

6.6 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.

6.7 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for one hundred eighty (180) days from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will 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.

6.8 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.

6.9 ATTACHMENTS

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

ATTACHMENT A: PRICING FORM

FURNISH, DELIVER AND ROTATE STOCK: NOTE: The quantities below are **estimated annual amounts** based on the prior year's usage. **There are no minimum or maximum amounts guaranteed.**

CENTRAL REGIONAL HOSPITAL – NUTRITIONAL SERVICES DEPARTMENT					
Item #	Estimated Annual Quantity	Unit Size	Specifications	Unit Price	Extended Price
1	10,000	Loaf – 24 Useable Slices/2 End Slices	ITEM: _____ Bread: 51% WG - White Wheat Bread, round top, pre-sliced, 20-24 counts, milk, nuts, and egg free, plus low sodium, wrapped in standard commercial wrapper, sealed, stamped with date of production or color-coated tie; loaf.	\$ _____	\$ _____
2	10,725	Package – 16/pkg	ITEM: _____ Hamburger Buns: 51% WG - Whole Wheat Hamburger Buns, 4" seedless, milk, nuts, and egg free plus low sodium, split 16 count, wrapped in standard commercial wrapper; package.	\$ _____	\$ _____
3	975	Package – 16/pkg	ITEM: _____ Hot Dog Buns: 51% WG - Whole Wheat Hot Dog Buns, seedless, milk, nuts, and egg free, plus low sodium, split, 16 count, wrapped in standard commercial wrapper; package	\$ _____	\$ _____
4	11,440	Package – 24/pkg	ITEM: _____ Dinner Rolls: Nature's Own NOB4S 100% Whole Wheat Rolls, 24 rolls per package, seedless, milk, nuts, and egg free, plus low sodium, ready to serve, individually portioned so a single roll equates to a single serving, sealed, stamped with date of production or color coded tie; package.	\$ _____	\$ _____
TOTAL CONTRACT VALUE CENTRAL REGIONAL HOSPITAL:				\$ _____	

CENTRAL REGIONAL HOSPITAL – NUTRITIONAL SERVICES DEPARTMENT (Additional items not currently on the menu)					
Item #	Estimated Annual Quantity	Unit Size	Specifications	Unit Price	Extended Price
1	624	Unit – 6/pkg	ITEM: _____ Sub Rolls: White Sub Rolls, 6.5", seedless, unsliced, milk, nuts, and egg free, plus low sodium, wrapped, sealed, stamped with date of production or tie; package.	\$ _____	\$ _____

2	1,664	Package – 6/pkg	ITEM: _____ English Muffins: Multi-Grain English Muffins, milk, nuts, and egg free, plus low sodium, wrapped, sealed, stamped with date of production or tie; package.	\$ _____	\$ _____
TOTAL CONTRACT VALUE CENTRAL REGIONAL HOSPITAL:				\$ _____	

CENTRAL REGIONAL HOSPITAL – SUNFLOWER GRILL

<i>Item #</i>	<i>Estimated Annual Quantity</i>	<i>Unit Size</i>	<i>Specifications</i>	<i>Unit Price</i>	<i>Extended Price</i>
1	896	Loaf - 24 Useable Slices/2 End Slices	ITEM: _____ Bread: Whole Wheat Bread, round top, pre-sliced, 20-24 slices per loaf, milk, nuts, and egg free. wrapped in standard commercial wrapper, sealed, stamped with date of production or color-coated tie; loaf.	\$ _____	\$ _____
2	504	Loaf – 24 Useable Slices/2 End Slices	ITEM: _____ Bread: White Bread, round top, pre-sliced, 20-24 slices per loaf, wrapped in standard commercial wrapper, sealed, stamped with date of production or color-coated tie; loaf.	\$ _____	\$ _____
3	504	Package – 16/pkg	ITEM: _____ Hamburger Buns: 51% WG - White Hamburger Buns, 16 count, 4” pre-sliced, wrapped in standard commercial wrapper, sealed, stamped with date of production or tie; package	\$ _____	\$ _____
4	336	Package – 16/pkg	ITEM: _____ Hot Dog Buns: 51% WG - White Hot Dog Buns, seedless, milk, nuts, and egg free, plus low sodium, split, 16 count, wrapped in standard commercial wrapper; package.	\$ _____	\$ _____
TOTAL CONTRACT VALUE CENTRAL REGIONAL HOSPITAL – SUNFLOWER GRILL:				\$ _____	

MURDOCH DEVELOPMENTAL CENTER

<i>Item #</i>	<i>Estimated Annual Quantity</i>	<i>Unit Size</i>	<i>Specifications</i>	<i>Unit Price</i>	<i>Extended Price</i>
1	4,800	Loaf - 24 Useable Slices/2 End Slices	ITEM: _____ Bread: Whole Wheat Bread, round top, pre-sliced, 20-24 slices per loaf, milk, nuts, and egg free and low sodium, wrapped in standard	\$ _____	\$ _____

			commercial wrapper, sealed, stamped with date of production or color-coated tie; loaf.		
2	160	Loaf – 13 Useable Slices/2 End Slices	ITEM: _____ Bread: Country White Gluten Free Bread, round top, pre-sliced, 15 slices per loaf, milk, nuts, and egg free and low sodium, wrapped in standard commercial wrapper, sealed, stamped with date of production or color-coded tie; loaf.	\$ _____	\$ _____
3	2,601	Package – 16/pkg	ITEM: _____ Hamburger Buns: 100 % Whole Wheat Hamburger Buns, seedless, milk, nuts, and egg free and low sodium, 16 count, 4” pre-sliced, wrapped in standard commercial wrapper, sealed, stamped with date of production or tie; package	\$ _____	\$ _____
4	975	Package – 16/pkg	ITEM: _____ Hot Dog Buns: 100 % Whole Wheat Hot Dog Buns, seedless, split 16 count, 4” buns, wrapped in standard commercial wrapper; sealed, stamped with date of production or tie; package.	\$ _____	\$ _____
5	2,700	Package – 24/pkg	ITEM: _____ Dinner Rolls: Nature’s Own NOB4S 100% Whole Wheat Rolls, 24 rolls per package, seedless, milk, nuts, and egg free, plus low sodium, ready to serve, individually portioned so a single roll equates to a single serving, sealed, stamped with date of production or color coded tie; package.	\$ _____	\$ _____
6	600	Package – 10/oz	ITEM: _____ Powdered Sugar, White Mini Donuts	\$ _____	\$ _____
7	1,006	Package – 6/pkg	ITEM: _____ Cinnamon Rolls	\$ _____	\$ _____
TOTAL CONTRACT VALUE MURDOCH DEVELOPMENTAL CENTER:				\$ _____	

FACILITY	TOTAL CONTRACT VALUE	ADDITIONAL ITEMS NOT ON MENU
Central Regional Hospital – Nutritional Services		
Central Regional Hospital – Sunflower Grill		
Murdoch Developmental Center		
TOTAL VALUE OF ALL ITEMS:	\$ _____	