



**STATE OF NORTH CAROLINA**  
**DEPARTMENT OF PUBLIC INSTRUCTION**

**Invitation for Bid #: 24-RQ215961-DC**

**2026-2031 Administrative Reviews for the Summer Food Service Program  
(SFSP)**

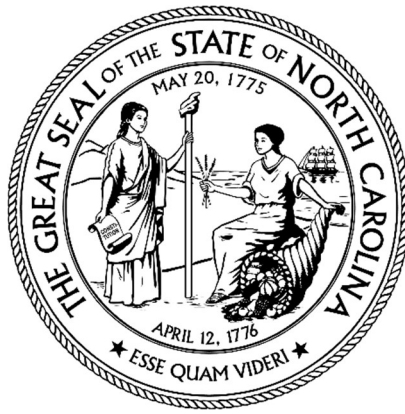
**Date of Issue: March 27, 2026**

**Bid Opening Date: April 21, 2026, at 10:00 AM ET**

**Direct all inquiries concerning this IFB to:**

DeAndra Chamblee  
Procurement Specialist II  
[Procurement@dpi.nc.gov](mailto:Procurement@dpi.nc.gov)

(984) 236-2365



**STATE OF NORTH CAROLINA  
DEPARTMENT OF PUBLIC INSTRUCTION**

**Invitation for Bid #**

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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.**

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Vendor Name

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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>

<b>STATE OF NORTH CAROLINA</b> <b>Department of Public Instruction</b>	
<b>Refer <u>ALL</u> Inquiries regarding this IFB to:</b> DeAndra Chamblee, Procurement Specialist II <a href="mailto:Procurement@dpi.nc.gov">Procurement@dpi.nc.gov</a>	<b>Invitation for Bid #:</b> 24-RQ215961-DC  <b>Bids will be publicly opened – Upon receipt, on or before:</b> April 21, 2026, at 10:00 AM ET
<b>Using Agency:</b> Department of Public Instruction – Office of School Nutrition	<b>Commodity No. and Description:</b> 801220 – <u>Legal Review and Inquiry Services</u> (Administrative Reviews for the Summer Food Service Program)
<b>Requisition No.:</b> RQ215961	

**EXECUTION**

In compliance with this Invitation for Bid (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),
- 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 contracts; 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 response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your 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 herein**. These documents can be accessed from the ATTACHMENTS page within this document.

**Failure to execute/sign bid prior to submittal may render bid invalid and it SHALL BE REJECTED. Late bids shall not 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:		
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**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 of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BIDS**

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 DEPARTMENT OF PUBLIC INSTRUCTION USE ONLY**

Offer accepted and contract awarded (Effective Date) \_\_\_\_\_.

By: \_\_\_\_\_

**Maurice "Mo" Green**, Superintendent of Public Instruction  
(Authorized representative of NC Department of Public Instruction)

By: \_\_\_\_\_

**Alexis Schauss**, Chief Financial Officer of Public Instruction  
(Authorized representative of NC Department of Public Instruction)

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- CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
- OMB STANDARD FORM LLL

## 1.0 PURPOSE AND BACKGROUND

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### Purpose

The NC Department of Public Instruction, School Nutrition Services, is seeking a Vendor to provide Administrative Reviews for the Summer Food Service Program. The NC Department of Public Instruction (NCDPI) and US Department of Agriculture (USDA) have entered into a Federal/State Agreement to allow the NCDPI to administer the Federally assisted School Nutrition programs in the State. Under the terms and conditions of this agreement, the NCDPI must comply with Federal regulations at 7 CFR §225.7(e-i) that require the State agency administering the Federally assisted Summer Food Service Program (SFSP) to conduct monitoring and compliance reviews of Sponsoring Entities (SE) approved to operate the SFSP.

### Background

The NCDPI is charged with implementing the state's public school laws for pre- kindergarten through 12th grade public schools at the direction of the State Board of Education and the Superintendent of Public Instruction.

The agency provides leadership and service to the 115 local public school districts and 2,500+ district public schools and 200+ charter schools. The areas of support include curriculum and instruction, accountability, finance, teacher and administrator preparation and licensing, professional development and school business support and operations.

NCDPI develops the Standard Course of Study, which describes the subjects and course content that is taught in North Carolina public schools, and the assessments and accountability model used to evaluate student, school, and district success. NCDPI administers annual state and federal public school funds totaling approximately \$11 billion and licenses the approximately 117,000 teachers and administrators who serve public schools. The agency's primary offices are in Raleigh, with four regional alternative licensing centers in Concord, Fayetteville, Elm City and Catawba. Approximately 30,000 new teacher and administrator licenses are issued annually from these centers. NCDPI's work extends to the NC Center for the Advancement of Teaching with locations in Cullowhee and Ocracoke, and the NC Virtual Public School – the second largest virtual public school in the nation. The state agency also works closely with nine Regional Education Service Alliances/ Consortia and six regional accountability offices.

The contract is funded through Federal funding.

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

### 1.1 CONTRACT TERM

The Contract shall have a term of five (5) years and three (3) months, beginning on October 1, 2026, through December 31, 2031.

The annual service dates under this contract are May – September.

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

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

This 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 not an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee does not apply to this solicitation. See the 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://eprourement.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 are also 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 of 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 of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation 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 or otherwise. 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 upon 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	March 27, 2026
Submit Written Questions	Vendor	April 7, 2026, by 5:00 PM ET
Provide Response to Questions	State	April 14, 2026
Submit Bids	Vendor	April 21, 2026, by 2:00 PM ET
Public Bid Opening via MS Teams		<p><b>Microsoft Teams meeting Join:</b>  <a href="https://teams.microsoft.com/meet/22419121331294?p=mdez0We76pMckj0nN6">https://teams.microsoft.com/meet/22419121331294?p=mdez0We76pMckj0nN6</a>                      Meeting ID: 224 191 213 312 94                      Passcode: mr3Er23k</p>

**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 should enter “**IFB #: 24-RQ215961-DC – Questions**” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

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 form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov> 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 the IFB and 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 bids(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.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

## 2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature 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 all 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: **Section 4.7.1 – VENDOR BACKGROUND CHECK AGREEMENT, Section 4.12 – SECRETARY OF STATE REGISTRATION, and Section 5.2 – VENDOR REQUIREMENTS** (items #2 and #3)
- 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 **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**
- j) Completed and signed version of **OMB STANDARD FORM LLL**

## 2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **Liquidation period:** (i) beginning on the date of the adoption of the plan of liquidation, and (ii) ending at the close of the 90th day after such date.

## 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

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### 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 an 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 here in 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, 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.

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 29 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 procurement lead 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 bid 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 procurement lead 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

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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 to a requirement would allow for the State to receive a better bid, the Vendor is urged 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 complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete **ATTACHMENT A: PRICING FORM** and include with the Vendor's response.

### 4.2 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 information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

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

**Invoices are due as services are completed. All invoices shall be submitted by September 30th on an annual basis based on the federal liquidation period.**

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED BY THE NCDPI CONTRACT MANAGER LISTED IN SECTION 6.0 AND THE SERVICES ACCEPTED.**

**4.3 ESTIMATED QUANTITIES**

The quantities indicated herein in Section 5.0 and in **Attachment A: Pricing** are estimates. It shall be understood and agreed that the State may purchase more or less during the contract period. The State reserves the right to increase or decrease services as needed.

**4.4 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 **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. 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. The Contract Manager may require annual recertification of the Vendor’s financial stability.

**4.5 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**.

**4.6 REFERENCES**

Vendor shall provide at least three (3) references, using **ATTACHMENT E: CUSTOMER REFERENCE FORM**, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

**4.7 BACKGROUND CHECKS**

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: Owners, Employees, Agents, Representatives, Subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

**4.7.1 VENDOR BACKGROUND CHECK AGREEMENT**

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES or  NO

#### 4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

#### 4.9 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.

#### 4.10 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

#### 4.11 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

#### 4.12 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration of the contract award. No

purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/to-register>.

Vendor has registered with the North Carolina Secretary of State: Yes  No

## 5.0 SCOPE OF WORK

### 5.1 SCOPE OF WORK

The regulations specifically require the NCDPI to conduct Administrative Reviews, Technical Assistance and Follow-up Reviews of Sponsoring Entities. For the purpose of this solicitation, Sponsoring Entities (sponsor) include School Food Authorities operating 2, Community Organizations and other eligible non-profit organizations and their respective meal preparation and meal service sites, as well as, Food Service Management Companies (vendors) that approved by the NCDPI to operate the program.

In accordance with the regulation, the NCDPI is required to review sponsors, sites, and vendors to ensure compliance with Program regulations, civil rights, and equal opportunity access regulations (7 CFR part 15) and any other applicable instructions issued by the USDA.

**As the State agency of jurisdiction, the NCDPI is required to conduct Administrative Reviews in accordance with the following:**

- Annually review a number of School Food Authorities, Community Agencies (and their respective meal preparation and meal service sites) whose program reimbursements, in the aggregate, accounted for at least one-half of the total program meal reimbursements in the State in the prior year;
- Conduct a review of every new sponsor at least once during the first year of operation;
- Annually review every sponsor which experienced operational problems in the prior year;
- Review each sponsor at least once every three (3) years;
- As part of each sponsor review, conduct reviews of at least 10 percent of each sponsor’s sites, or one site, whichever number is greater;
- Any vended sponsor which contracts for the preparation of meals shall be reviewed; such review shall include the inspection of the Food Service Management Company’s food preparation and service facilities;
- Follow-up reviews of sponsors, sites and vendors shall be conducted as necessary and as necessary and as directed by the department.

The NCDPI and USDA have entered into a Federal/State Agreement to allow the NCDPI to administer the Federally assisted School Nutrition programs in the State. Under the terms and conditions of this agreement, the NCDPI must comply with Federal regulations at 7 CFR §225.7(e-i) that require the State agency administering the Federally assisted Summer Food Service Program to conduct Administrative Reviews, Technical Assistance and Follow-up Reviews of sponsoring entities, sites and Food Service Management Companies (vendors) that operate the program.

ITEM	ORGANIZATION SIZE/SPONSOR REVIEW	ESTIMATED NUMBER OF ANNUAL REVIEWS
1	Small Sponsor (1- 40 Sites) 1 – 4 Site Reviews	15
2	Medium Sponsor (41-100 Sites) 5 – 10 Site Reviews	15
3	Large Sponsor (100+ Sites) > 10 Site Reviews	3
4	Vendor Review	10
5	Follow Up Reviews – Site/Vendor	10

**5.2 VENDOR REQUIREMENTS**

ITEM	REQUIREMENTS	VENDOR SHALL SELECT YES OR NO FOR EACH ITEM LISTED BELOW
1	Vendor shall have at least three (3) years prior experience conducting administrative reviews for federally assisted school nutrition programs based on the date of posting of this IFB.  How many years of experience does the Vendor have conducting administrative reviews? _____	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Vendor shall attach to its IFB response a redacted copy of an administrative review completed within the last three (3) years that is similar in scope and size per the requirements of this IFB and demonstrates that the Vendor has completed an administrative review.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Vendor shall provide with its response to this IFB, the organizational and operational structure it proposes to utilize for the work described in this IFB and identify the responsibilities to be assigned to each person the Vendor proposes to staff the work.	<input type="checkbox"/> YES <input type="checkbox"/> NO

**5.3 TASK AND DELIVERABLES**

1. Attend professional development workshops and SFA/sponsor informational meetings conducted by the Office of School Nutrition that include, but are not limited to Administrative Review procedures, the School Nutrition Technology System (SNTS), weekly information sessions (office hours or weekly huddles, etc.)
2. Conduct reviews to include both onsite and off-site assessment.
3. Select and conduct unannounced site reviews to ensure that the food/meal service is conducted in compliance with 7 CFR 225 and School Nutrition procedures. Observe the full meal service.
4. Conduct announced and unannounced reviews, including records reviews, to ensure the vendor’s purchasing patterns reflect the minimal meal pattern requirements for the number of meals claimed by the SFA/sponsor.
5. Schedule the review with each SFA and/or sponsor, document scheduled date in the School Nutrition Technology System (SNTS) and send standardized scheduling letter provided by the Office of School Nutrition to the SFA or sponsor. Reviews should be scheduled, and the SFA/sponsor notified no less than three (3) weeks prior to the review being conducted, except under special circumstances which must be pre-approved by the Office of School Nutrition.
6. To the extent possible, request the SFA/sponsor submit required documentation prior to the on-site review via the SNTS of the initial site assessment.
7. Review and analyze participation and financial data to determine whether SFAs/sponsors are in compliance with regulations including reviewing program costs as compared to reimbursements. Determine the accuracy of eligibility determinations for free and reduced- price meals made by SFAs/sponsors and verify that enrollment forms are maintained for all children whose meals are claimed for reimbursement. For camps participating in the program, compare all free and reduced- price meals applications and enrollment documents to meal count rosters for the test month in the camp site. Review meal counts and compare to the claim for reimbursement to determine accuracy of monthly claims. Evaluate menus to ensure compliance with meal pattern requirements.
8. Complete School Nutrition-specific Administrative Review Forms and worksheets; provide all documentation as required by the Federal regulations and the Office of School Nutrition.

9. Review findings and technical assistance results from prior reviews to determine whether problems and/or findings are recurring. Recurring problems must be noted as part of the Corrective Action. Document the corrective action that must be taken and/or fiscal action that must be imposed as a result of non-compliance found during reviews. Prepare corrective action plans, which describe violations of federal regulations found during reviews, and work with SFAs/sponsors to develop suggested actions to correct the problems. The contractor will utilize the Office of School Nutrition established procedures for submission and presentation of the required corrective actions to the SFAs/sponsors.
10. At the completion of the on-site review, confer with the assigned Summer Nutrition Program Consultant prior to conducting an exit conference with the SFA/sponsor, and provide the SFA/sponsor with a Preliminary Assessment of the Review. Submit completed review forms electronically to the Office of School Nutrition within eight (8) days of the exit conference.
11. All reviews requiring fiscal action must be referred to the assigned Summer Nutrition Program Consultant for consultation. The Office of School Nutrition must be notified immediately of any review that may result in fiscal action of greater than \$100.00.
12. The contractor must conduct a secondary quality assurance review prior to submitting completed review packet to the Office of School Nutrition. This secondary review must be completed by a second party reviewer (someone other than the reviewer, who has more experience and expertise with conducting SFSP Administrative Reviews).
13. The Office of School Nutrition requires the contractor’s SFSP administrative reviews to be closed on or before October 31st unless otherwise approved.
14. The Contractor will serve as an expert witness in an appeal by a Sponsoring Entity.

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 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.

**5.4 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 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.

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## 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 STATE 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.

NCDPI Contract Manager Point of Contact	
Name:	Lynne Privette, Section Chief
Office Phone #:	(984) 236-2633
Email:	<a href="mailto:Lynne.privette@dpi.nc.gov">Lynne.privette@dpi.nc.gov</a>

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.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Email:	

### 6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Business Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

### 6.3 CONTINUOUS IMPROVEMENT

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

### 6.4 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Services 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 are approved as acceptable by the NCDPI Contract Manager. See Section 5.1 Scope of work.

### 6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to (6) six months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

**6.6 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.

**6.7 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

**6.8 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for two (2) years from the effective date of the Contract.

The pricing offered will be reviewed and agreed upon in writing before taking effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject price adjustments 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 the services will be provided 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.

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## 7.0 ATTACHMENTS

### ATTACHMENT A: PRICING

All pricing shall be submitted using **Attachment A: Pricing Form**. The Vendor shall not alter the pricing form in any way, submit pricing as a range, or submit supplemental pricing attachments with this IFB or the bid shall be deemed non-responsive and shall not be evaluated further. See **Section 5.1 for estimated number of annual reviews based on the number of sites.**

**Table 1: Cumulative Total for Administrative Reviews (5-Year Span)**

LINE ITEM	UOM	DESCRIPTION	TOTAL ANNUAL COST
1	Annual	<p align="center"><b><u>Year 1: (October 1, 2026 – September 30, 2027)</u></b></p> <p align="center">Administrative Reviews for the Summer Food Service Program, Per Section 5.0</p> <p align="center"><b>Service Duration:</b> May – September</p>	\$ _____
2	Annual	<p align="center"><b><u>Year 2: (October 1, 2027 – September 30, 2028)</u></b></p> <p align="center">Administrative Reviews for the Summer Food Service Program, Per Section 5.0</p> <p align="center"><b>Service Duration:</b> May – September</p>	\$ _____
3	Annual	<p align="center"><b><u>Year 3: (October 1, 2028 – September 30, 2029)</u></b></p> <p align="center">Administrative Reviews for the Summer Food Service Program, Per Section 5.0</p> <p align="center"><b>Service Duration:</b> May – September</p>	\$ _____
4	Annual	<p align="center"><b><u>Year 4: (October 1, 2029 – September 30, 2030)</u></b></p> <p align="center">Administrative Reviews for the Summer Food Service Program, Per Section 5.0</p> <p align="center"><b>Service Duration:</b> May – September</p>	\$ _____
5	Annual	<p align="center"><b><u>Year 5: (October 1, 2030 – December 31, 2031)</u></b></p> <p align="center">Administrative Reviews for the Summer Food Service Program, Per Section 5.0</p> <p align="center"><b>Service Duration:</b> May – September</p>	\$ _____
<p align="center"><b>Total Extended Annual Cost (Years 1-5)</b></p>			\$ _____