



Cumberland County Schools Child Nutrition Services

810 Gillespie Street
Fayetteville, North Carolina 28306
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REQUEST FOR BIDS

FOR

CAFETERIA MILK & DAIRY PRODUCTS For Cumberland County Schools Non-Profit Child Nutrition Program

Issued on: March 26, 2024

Due Date: April 18, 2024, 2:00 p.m.

Administered by: Beth Maynard, Executive Director

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REQUEST FOR BIDS:

To Provide Cafeteria Milk & Dairy Products For Cumberland County Schools Non-Profit Child Nutrition Program

Bids will be received by the Cumberland County Schools' Child Nutrition Services, hereby referred to as the SFA, until **Thursday, APRIL 18, 2024 at 2:00 P.M.** at the Child Nutrition Services Office, at which time the bids will be publicly opened and read aloud, for the following:

Milk/Dairy Products: Proposals are requested for the order, warehouse, and delivery of milk/dairy products for use in the School District's Child Nutrition Program. Dairy products will be delivered to up to eighty-four (84) schools in Cumberland County beginning July 1, 2024 and continuing through July 31, 2025. All products must comply with *Nutritional Standards for all Foods Sold in Schools as required by the Healthy Hunger-Free Kids Act of 2010* and additional specifications outlined in this document.

All bids submitted must meet or exceed the specifications as outlined in the REQUEST FOR BIDS.

Bids should be delivered in a sealed envelope with "Milk Bid" and the name of the offeror printed on the outside to the following location no later than the date and time noted above:

Attn: Beth Maynard, Executive Director
Child Nutrition Services
CCS Operations Center
810 Gillespie Street
Fayetteville, NC 28306
Phone: (910) 678-2502

All bids are confidential and will not become public knowledge until opened. Child Nutrition Services reserves the right to award and/or reject any and/or all bids and waive any technicalities or irregularities.

It is each vendor/offeror's responsibility to review the Request for Bids packet in its entirety to become fully familiar with product specifications, bidding requirements, and contract terms.

GENERAL INFORMATION

Intent

This Request for Bids (RFB) is for the purpose of ultimately entering into a contract for supplying milk and dairy products for cafeterias operated by the Cumberland County School's nonprofit Child Nutrition Program, hereinafter referred to as the School Food Authority (SFA). The initial contract term will be from July 1, 2024 through July 31, 2025.

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

The SFA reserves the right to determine the contractor on the basis of an individual item, group of items, or any way determined to be in the best interest of the SFA. With this solicitation, the SFA intends to award one contract, but reserves the right to make multiple or partial awards by zones. The zones are identified on the bid price sheet.

The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

Requests for Clarification

The SFA will not be bound by or be responsible for any interpretations or conclusions drawn from this RFB. All questions or requests for clarification or additional information must be submitted in writing. These written questions or requests must be submitted to Kelly Grissett, Supervisor, (kellygrissett@ccs.k12.nc.us) or fax (910) 678-2542. Signed faxed messages will be treated as written questions. Any questions the SFA feels are pertinent to all interested bidders will be posted on the CCS website, www.cn.ccs.k12.nc.us, as addenda to the RFB. Any information given verbally by any CCS employee shall not be considered binding. In no event may a contractor rely on any oral statement or communication by the CCS or its' agents, advisors or consultants. The deadline for clarification will be **April 11, 2024 at 2:00 p.m.**

Procurement Method

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

Proposal Submission

All submissions of written proposal must include the following fully executed CNS forms:

- Bid Certification Form with attached pricing list
- Product Nutritional Information
- Buy American Form
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- Certification Regarding Lobbying
- HUB Statement
- Deviations/Compliance Form

Sealed proposals will be received until the deadline indicated. Each proposal must be submitted in a **SEALED** opaque envelope (or other non-transparent package or container).

Proposals may be submitted by U.S. Mail, common carrier, or other courier or delivery service, or by hand delivery. If forwarded by mail or courier or delivery service, the **sealed** proposal envelope, indicated above should be enclosed in **another envelope** addressed as specified below. The SFA will not be responsible for proposals or related correspondence that are not delivered by the deadline, delivered to the wrong address or misplaced. The date/time record of the SFA will indicate the official time of receipt.

Proposals received after the deadline will not be accepted for consideration, and will be returned to the offeror unopened. Proposals received in an unsealed condition will not be considered. **Faxed proposals or related communication will not be accepted.**

DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

As provided by statute and rule, CCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

A representative of the offeror who is authorized to enter into contracts on behalf of the offering entity must sign the proposal. The person signing the proposal must indicate his/her title along with their signature. Proposals received without proper signature will not be considered.

Offerors must **return all properly signed original documents in the required** format as described **in the proposal response**. Offerors should retain photocopies for their files. Any change made to any written response on any of the proposal documents must be made by marking through the original entry and entering the new information alongside the change. Changes must not be made with correction fluid. All changes must be "initialed" by the person making the change, and the name of the person who initialed the change must be noted in a footnote on the same page containing the correction. **Failure to return any document or information requested as part of the proposal response will result in rejection of the entire bid.**

Offerors or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this RFB before submitting proposals. Failure to do so will be at the offeror's own risk. The law makes no allowance for errors or omission or commission on the part of the offeror; furthermore, the offeror cannot secure relief on the plea of error or ignorance concerning any requirement included in the RFB.

Offerors are welcome to attend the proposal opening at the date and time indicated in the Proposal Certification, but the offeror's presence is not required, and has no weight or other

consideration toward any award decision will be given to any offeror's attendance or absence at the proposal opening. A summary report of the proposals received will be available to any interested party after the Contract is awarded upon WRITTEN request. The form and content of the proposal summary will be at the sole discretion of the SFA.

No salesmen will call on or telephone the schools.

Pricing

Vendor shall provide pricing offers attached to the Bid Certification form. Prices shall be per unit of delivered product into each designated school and shall include all charges for packaging, transportation to the schools, gratuities for delivery personnel, and any other charges incurred by the vendor. Prices shall not include state sales tax or federal excise tax. Tax exemption information will be provided upon request. No gratuities, coupons, promotions, or other "value added" items will be considered or accepted as part of this bid.

In the event of a discrepancy on the Bid Price Sheet between the unit/package price and extension, the unit/package price will be considered correct. Errors found in vendor extensions will be corrected and vendor(s) notified.

The vendor agrees to immediately notify Child Nutrition Services in writing as to the amount and effective date of each increase or decrease in the applicable established raw milk price by the Federal Order Number 5. Escalation or de-escalation of milk prices will be permitted at the rate of \$0.002 per half-pint when the price of raw milk changes, up or down, by \$0.30 per hundred weights (CWT). The minimum amount of a price change is \$0.002 per half pint, which means that prices of raw milk must go up at least \$0.30 per CWT for there to be an increase. Increase or decrease shall be effective on the first day of the month following an increase or decrease amounting to \$0.30 per CWT; or the effective date of such increase or decrease providing the effective date is the first day of the month.

Quantities

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

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

Delivery Standards

First delivery for this bid period will be the week of July 1, 2024 and continue through July 31, 2025. Deliveries shall be made between the hours of 6:00 a.m. and 1:30 p.m. Deliveries are to be completed by 1:30 p.m. Milk deliveries will be made Monday through Friday to each school cafeteria. Sites will require between 2 and 5 deliveries per week, depending upon available storage space. An alphabetical listing of schools and addresses is attached to this Request for Bids. NO SALESMEN WILL CALL ON OR TELEPHONE THE SCHOOLS.

All deliveries must be made in refrigerated truck equipped with a temperature monitoring system. Before loading any products, the refrigerated truck must maintain a continuous set temperature range between 33-38 degrees. All products must be delivered at 45 degrees or lower.

The vendor shall be responsible for the delivery of clean, odor-free, undamaged product to each school in quantities ordered and placed in a manner prescribed by the cafeteria manager. Product shall be delivered in clean, odor-free packaging or may otherwise be rejected or returned for credit. Product shall be delivered a minimum of 10 working days prior to the 'best by' or 'use by' date indicated on the packaging.

The vendor shall be responsible for losses due to early or late deliveries. The vendor agrees to reimburse Child Nutrition Services for any meals they are unable to claim as reimbursement to North Carolina Department of Public Instruction due to the vendor's failure to supply the ~~cafeteria~~ with the milk ordered for breakfast/lunch meal service. All freight, delivery, and handling charges are the responsibility of the vendor, and all bid prices shall include all freight, delivery and handling charges. Unloading and inside deliveries are required.

We operate a Summer Food Service Program and will need deliveries at the dedicated sites from the end of the traditional/year-round school year to the start of the next school year.

Product Specifications

Specifications of items for bid are listed on the enclosed **Bid Price Sheet** and are to be considered a part of this Bid Proposal Schedule and Contract.

1. The Product Name, Product Code and Vendor Pack Size of each item bid must be written in under the appropriate column. **Multiple pricing per line item is not allowed.**
2. The Vendor shall provide documentation of **Vendor Brand Labels** being bid.
3. Vendor must include with the bid product specifications and nutrition information.
4. Failure to submit required documentation may be grounds for disqualification of the bidder. Consideration of award shall be based on the information submitted by the Vendor as shown on the attached **Bid Price Sheet**.
5. Vendor will provide a written explanation of the date coding system in use during the life of the contract upon request.

Nutritional Information

Each bidder shall submit with the bid, nutritional information about their product. Such information must include all ingredients, serving size, servings per container, calories perserving, calories

from fat, grams of protein, grams of fat, grams of saturated fat, grams of trans fat, grams of carbohydrates, grams of sugars and milligrams of sodium for an individual unit for each proposed product.

Product Safety

Vendor shall provide products from manufacturers with a Hazard Analysis Critical Control Point (HACCP) system in place. Additionally, vendor shall ensure that all products received under this contract shall be prepared, handled and are stored in accordance with the health and sanitation standards for the County of Cumberland and/or Federal Government, whichever is higher.

The vendor shall follow appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. A copy of the vendor's Hazard Analysis Critical Control Point (HACCP) system OR Food Safety & Security Program must be submitted with its proposal.

In the event of a product contamination issue, vendor shall provide trace back capabilities for all products to the point of origin. Evidence of such procedures should be submitted with the HACCP system OR Food Safety & Security Program including Pest Control Policy & Recall Procedures.

Product Substitutions

NO substitutions for any item shall be made without the written consent of the Cumberland County Child Nutrition Services Office. Items must be shipped as specified on the bid sheet and as scheduled on the order forms in order to be approved for payment. The Child Nutrition Office shall be notified in writing in advance, but no later than seven (7) business days of any deficiency causing a delay in delivery of the order including but not limited to shipping problems or delayed merchandise. Any such deficiencies shall be considered grounds for termination of the bid.

Special Conditions

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

Samples for Taste Testing

Samples for taste testing will not be accepted prior to the bid opening. Samples may be required after bids are opened and before an award is made. If required, product samples shall be delivered to the Child Nutrition Services Office at no cost to Child Nutrition Services.

Proposal Evaluation / Award

It is not the policy of Child Nutrition Services to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by Child Nutrition Services. In evaluating the bids received and determining the best value for CNS, the CNS may consider any combination of the

following criteria: (1) the purchase price; (2) the extent to which the products meet the USDA nutritional standards for the National School Breakfast and Lunch Programs; (3) the reputation of the vendor and of the vendor's goods and/or services; (4) the most recent past 12 month history of Health Inspection Reports for any and all vendor facilities that will provide products or services within the scope of this contract and the Hazard Analysis Critical Control Point (HACCP) OR Food Security & Safety Program; (5) the extent to which the goods and/or services meet the needs of the CNS; (6) the vendor's location, service, and delivery capabilities; (7) the vendor's past performance with the SFA; (8) student preferences; (9) the warranties offered and the vendor's warranty service history; (10) the probability of continuous availability of the goods and/or services offered; (11) the impact on the ability of CNS to comply with any applicable laws or rules; (12) the total long-term cost to CNS to acquire the vendor's goods and/or services; (13) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (14) any other relevant factor that a public or private entity could consider in selecting a vendor.

All proposals received in response to this RFB which are submitted in accordance with the instructions and restrictions contained in this Standard Terms and Conditions will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal request.

Unless otherwise indicated in this RFB, "all or nothing" bids are not acceptable and will be rejected. The offeror must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share the business with any other successful offerors.

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

Award Notification

The successful bidder will be furnished with an award letter and copy of the complete bid proposal package submitted.

Orders

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

Promotional/Service Items

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

Advertising

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

Conflict of Interest

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

REQUEST FOR BIDS
MILK AND DAIRY PRODUCTS
FOR CUMBERLAND COUNTY SCHOOLS
NONPROFIT CHILD NUTRITION PROGRAM
STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for supplying milk and dairy products for cafeterias operated for the Cumberland County School's nonprofit Child Nutrition Program.

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

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term "Contract," as used in this document, means the comprehensive collection of:

1. this Standard Terms and Conditions document, including any attachments and or amendments thereto,
2. the Item Specifications included in the RFB and any subsequent addenda thereto,
3. the offeror's signed Proposal Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFB,
4. the offeror's response to the RFB,
5. the offeror's Notice of Award document, and
6. any additional terms, conditions, or instructions issued by the SFA.

Collectively, these documents represent the entire agreement between the parties.

B. Contract Time Period

The time period for services covered by a Contract resulting from an award under this RFB is stated in the Proposal Certification. The SFA reserves the right to award the Contract to a vendor for a longer initial term period than the time period stated in the Proposal Certification if it is determined to be in the best interest of the SFA. Unless otherwise indicated in these Standard Terms and Conditions, all pricing will be firm throughout the entire contract period.

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period in accordance with the Standard Terms and Conditions document entitled "Extension Clause."

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

C. Addenda

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

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any proposal response.

D. Product Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In most cases, proposals on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as "approved brands" especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

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

General Specification Provisions:

1. Quantities

Quantities reflected in this RFB are estimates based on the combined projected needs for the SFA during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this RFB, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, availability of Federal funds or other subsidies, changing market forces, or

unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

2. Packaging

Unless otherwise provided for in this RFB, all products supplied under any Contract resulting from this RFB must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Should leakage occur, vendor will replace entire crate of milk upon being notified. Any products supplied under Contract resulting from this RFB for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

3. Pricing

All "Line Item" bids must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the bid response, and the offeror shall understand that if the item in question is awarded to the offeror, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire bid.

"Discount from Catalog" RFBs requires a single discount percentage to be applied to all items in the offeror's published catalog, which must be supplied with the bid response.

"Cost Plus" bids will not be accepted unless otherwise requested in this RFB.

Proposed prices must be firm for acceptance for at least 90 days from the bid opening date, unless otherwise specified in this RFB or in the offeror's response.

If during the term of the Contract, a successful offeror's net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this RFB are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to the SFA.

4. Delivery and Transportation

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 6:00 A.M. and 1:00 P.M. Monday through Friday, except holidays.

Unless otherwise noted in this RFB or in the Purchase Order, the offeror must deliver products awarded under this RFB within ten (10) working days after receipt of a Purchase Order. The vendor must immediately notify the SFA, by telephone, text message and/or email, if any delays occur. The SFA will have the option to cancel the order if unable to

accept the delay. At the discretion of the SFA, items received after the due date, for which the SFA has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the SFA.

Repeated failure to meet delivery dates will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract", and "Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the SFA.

All freight, delivery, and handling charges are the responsibility of the offeror, and all bid prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required.

Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this RFB, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this RFB, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

When the needs of the SFA require immediate response, the right to pick up products awarded under this RFB on an "over the counter" basis must be available for the majority of the items awarded to a vendor. Under such circumstances, the SFA's personnel may pick up products at the vendor's warehouse location at the agreed-upon price with no minimum purchase required.

5. Quality

Unless otherwise indicated in the RFB, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the SFA will not accept "factory seconds" or otherwise inferior goods, and reserves the right to return any such item(s) within (30) days of receipt at vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to the SFA upon request. Providing a web site access location to MSDS information is an acceptable alternative.

Hazard Analysis Critical Control Point (HACCP) plan or Food Security & Safety Program, if applicable, must be accessible when requested.

6. Product Inspection, Testing, and Defective Items

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the SFA. Tests may be performed on any samples submitted as part of the bid or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the bid item specifications or the General Terms and Conditions of the RFB, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the Contract in addition to the remedies outlined above.

Furthermore, future business from the SFA could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above.

Furthermore, future business from the SFA could be jeopardized. All products in the SFA's warehouse at the time of any such cancellation must be picked up and credit issued to the SFA. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The SFA shall have access to any supplier's place of business, warehouse or distribution center during normal business hours for the purpose of inspecting merchandise.

7. Samples for Taste Testing

If samples for taste testings are needed for bid evaluation, they will be requested as part of the RFB or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request.

Samples must be furnished free of expense to the SFA. Samples must be labeled with the SFA Bid Name, Item Number, Product Identification number(s), and the name of the offering entity. Do not include samples with the bid response unless otherwise instructed in the RFB.

All samples will be retained by the SFA for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by the SFA for the purpose of determining the quality of the delivered items are comparable to the samples. The SFA shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

8. Warranties

By submission of a bid, the offeror warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this RFB will be free from all defects in material, and title.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFB. This warranty shall provide for replacement of defective merchandise from the SFA location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

9. Buy American provision

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

E. Bid Evaluation and Award

The SFA reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposals in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by the SFA. In evaluating the proposals received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) the warranties offered and the vendor's warranty service history; (7) the probability of continuous availability of the goods and/or services offered; (8) the impact on the ability of the SFA to comply with any applicable laws or rules; (9) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (10) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (11) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the SFA may use all means at their collective disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of the SFA, will be made by the Child Nutrition Executive Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by the SFA.

F. Substitutions

The SFA will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the SFA, and unless prior agreements have been reached and reduced to writing regarding such substitutions.

Substituting without the prior approval of the SFA will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this General terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from the SFA.

G. Deviations from Items Specifications or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the offeror at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the bid response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

H. Invoices, Packing Lists, and Payment Conditions

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., (e) the internal temperature of the refrigerated

vehicle and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the SFA.

The SFA will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number. Notwithstanding the above, the payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each Invoice should include the vendor's normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice from the vendor, including the necessary information indicated above.

At the option of the SFA, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the SFA, invoices may be corrected upon receipt and payment may be made based upon their corrections.

I. Records Retention Requirements

By signing this bid, the offeror understands that the SFA, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct the SFA's single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA; Child Nutrition funds may not be used for this purpose.

The offeror must retain pertinent records identified by source, type, and category of beverages for a minimum of three years after the SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

J. Remedies for Non-Performance of Contract, and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the SFA may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Bid Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Bid Certification.

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

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

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

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFB,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFB relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- (4) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the contract, the SFA reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the SFA.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future bid from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

K. Force Majeure Consideration

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or

sabotage.

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The SFA will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the SFA has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the SFA has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the SFA shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the SFA's rights as provided elsewhere in this contract.

L. Venue

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

M. Waiver

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

N. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

O. Extension Clause

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national Consumer Price Index increase.

P. Regulatory Compliance

1. The contractor and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
3. The contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. The contractor shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
5. The contractor shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
6. The contractor shall comply with the provisions of the Consumer Product Safety Act.
7. The contractor shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and the *Certification for Contracts, Grants, Loans, and Cooperative Agreement regarding Lobbying Form* and shall include these documents as part of the Agreement. (See Attachments)
8. The contractor shall comply with the Iran Divestment Act and Divestment from Companies Boycotting Israel. No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.

9. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes to verify the work authorization of each employee, including the use of the e-Verify.gov. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
 10. The contractor, its subcontractors and suppliers, shall abide by all applicable State and Federal laws, policies of the State Board of Education, and policies of the Cumberland County Board of Education when providing services under this Contract.
- Q. Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page 1 of this document. Protests must be received in this office within 10 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.
- R. Criminal Background Checks

The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on The Cumberland County Board of Education property or at The Cumberland County Board of Education events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. The Cumberland County Board of Education reserves the right to prohibit any individual employee of Vendor from providing services on The Cumberland County Board of Education property or at The Cumberland County Board of Education events if The Cumberland County Board of Education determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Lunsford Act. Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall ensure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.

Sex Offender Registries; Ban on Direct Interaction with Children. Contractor shall conduct annual checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees or contracted personnel whose work requires or may result in direct interaction with students, including but not limited to any employee or contracted worker whose job duties include: (1) delivering services directly to students; or (2) performing tasks on or delivering products to school property. No employee or contracted

personnel of Contractor registered with the State Sex Offender and Public Protection

Registration Program, the State Sexually Violent Predator Registration Program, or the National Sex Offender Registry may have direct interaction with children. See Board Policy 5022, "Registered Sex Offenders."

S. No Obligation by Federal Government

All parties to this contract/agreement acknowledge that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the on-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

T. Program Fraud and False or Fraudulent Statements or Related Acts

The vendor/contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor/Contractor's actions pertaining to this contract.

**CUMBERLAND COUNTY BOARD OF EDUCATION
NONPROFIT CHILD NUTRITION PROGRAM**

Proposal Certification

Proposal Name: **Milk/Dairy Products**

Contract Term: **July 1, 2024
thru July 31, 2025**

Proposal Opening Date and Time:

Location of Proposal Opening:

APRIL 18, 2024, 2:00 p.m.

***810 Gillespie St.
Fayetteville, NC 28306***

Assurances regarding Legal and Ethical Matters

By signing this bid, the offeror assures that:

- (1) he/she has read and understands all the terms and conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, terms and conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) and/or services awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it

from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution

- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
- (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
- (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

Non-collusion Statement

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any

employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

PROPOSED PRICE(S):

The Milk Bid Price Sheet must be attached to this Proposal Certification and submitted per the instructions in the Request for Bids prior to the submission deadline.

Signing the Proposal Certification affirms that the original Request for Proposals has not been altered in any way and that the bidder agrees to all terms and conditions stated in this contract.

Company Name

Signature of Authorized Representative

Address

Printed Name of Authorized Representative

City, State, Zip

Position or Title of Authorized Representative

Telephone Number

E-Mail address

Bid Acceptance:

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

Cumberland County Board of
Education

Signature of CCBOE Authorized Representative

Printed Name of CCBOE Authorized Representative

Title of CCBOE Authorized Representative

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Date: _____ CCBOE Finance Officer: _____

**Cumberland County Schools
Child Nutrition Services
Milk Bid Price Sheet
2024-2025 School Year**

Vendor Name: _____

Special Conditions: Product shall be delivered chilled (35 degrees to 41 degrees), fresh (96 hours or less after pasteurization) milk in one-half pint leak-proof containers. Milk is not to be in frozen state when delivered.

Quantities listed are estimated monthly usage based on 2023-24 data, not to be construed as a commitment.

District 1 Schools	Skim Unflavored Milk	1 % Unflavored Milk	Skim Choc Milk	Skim Straw Milk	Lactose Free	Totals
Pine Forest High School	0	1,212	6,363	1,475	12	9,062
College Lakes Elem	0	1,812	6,553	188	0	8,553
Howard Hall Elem	0	1,813	7,363	1,100	144	10,420
Long Hill Elem	0	1,588	5,000	725	18	7,331
Manchester Elem	0	1,063	4,363	575	72	6,073
Pine Forest Middle	0	1,500	4,738	775	30	7,043
Raleigh Road Elem	0	650	3,125	450	6	4,231
Spring Lake Middle	0	1,175	5,100	925	42	7,242
W. T. Brown Elem	0	3,425	8,737	1,588	66	13,816
Quantity Totals	0	14,238	51,342	7,801	390	73,771
<i>Price per 1/2 pint</i>						
Price Totals						

District 2 Schools	Skim Unflavored Milk	1 % Unflavored Milk	Skim Choc Milk	Skim Straw Milk	Lactose Free	Totals
Seventy First High	0	1,130	4,375	838	0	6,343
Anne Chesnutt Middle	0	837	3,575	610	60	5,082
Bill Hefner Elem	0	3,788	10,888	1,000	162	15,838
Brentwood Elem	0	3,313	7,363	1,088	90	11,854
E.E. Miller Elem	0	4,100	9,637	983	0	14,720
Lake Rim Elem	0	4,038	7,275	875	0	12,188
Lewis Chapel Middle	0	1,150	4,563	788	0	6,501
Loyd Auman Elem	0	2,600	6,525	700	30	9,855
Seventy First Classical	0	675	1,913	475	0	3,063
Quantity Totals	0	21,631	56,114	7,357	342	85,444
<i>Price per 1/2 pint</i>						
Price Totals						

District 3 Schools	Skim Unflavored Milk	1 % Unflavored Milk	Skim Choc Milk	Skim Straw Milk	Lactose Free	Totals
Jack Britt High	0	2,288	5,537	1,012	0	8,837
E. Melvin Honeycutt	0	3,008	9,538	225	24	12,795
New Century Elem	0	4,000	9,125	462	312	13,899
New Century Middle	0	1,050	2,712	625	42	4,429
John Griffin Middle	0	1,975	6,413	1,275	0	9,663
Stoney Point Elem	0	2,087	7,375	1,100	82	10,644
Quantity Totals	0	14,408	40,700	4,699	460	60,267
<i>Price per 1/2 pint</i>						
Price Totals						

District 4 Schools	Skim Unflavored Milk	1 % Unflavored Milk	Skim Choc Milk	Skim Straw Milk	Lactose Free	Totals
Southview High	0	1,288	4,532	963	0	6,783
C. Wayne Collier Elem	0	4,162	6,150	1,057	240	11,609
Baldwin Elem	0	375	8,375	1,113	117	9,980
Elizabeth Cashwell Elem	0	3,763	9,100	1,338	18	14,219
Hope Millis Middle	0	1,175	4,020	600	0	5,795
Rockfish Elem	0	3,488	8,638	875	72	13,073
Southview Middle	0	1,300	4,613	437	0	6,350
Quantity Totals	0	15,551	45,428	6,383	447	67,809
<i>Price per 1/2 pint</i>						
Price Totals						

District 5 Schools	Skim Unflavored Milk	1 % Unflavored Milk	Skim Choc Milk	Skim Straw Milk	Lactose Free	Totals
Douglas Byrd High	0	1,282	5,462	888	0	7,632
Cumberland Mills Elem	0	2,675	8,650	425	72	11,822
Cumberland Road Elem	0	2,312	5,963	813	96	9,184
Douglas Byrd Middle	0	1,938	6,062	1,170	0	9,170
Ireland Drive Middle	0	938	3,403	462	24	4,827
J.W. Coon Elem	0	1,413	2,888	150	162	4,613
Mary McArthur Elem	0	2,588	5,825	288	3	8,704
Massey Hill Classical High	0	412	1,025	238	0	1,675
Montclair Elem	0	2,688	7,175	1,087	42	10,992
Sherwood Park Elem	0	2,850	4,958	900	42	8,750
William H. Owen Elem	0	2,508	5,325	300	77	8,210
Quantity Totals	0	21,604	56,736	6,721	518	85,579
<i>Price per 1/2 pint</i>						
Price Totals						

District 6 Schools	Skim Unflavored Milk	1 % Unflavored Milk	Skim Choc Milk	Skim Straw Milk	Lactose Free	Totals
Cape Fear High	0	1,087	5,875	700	56	7,718
Armstrong Elem	0	2,450	6,613	313	84	9,460
Beaver Dam Elem	0	813	1,750	0	180	2,743
District 7 Elem	0	1,488	2,575	475	6	4,544
Eastover Central Elem	0	1,725	3,863	450	108	6,146
Mac Williams Middle	0	2,687	9,650	1,313	18	13,668
Seabrook Elem	0	2,238	5,013	488	18	7,757
Stedman Elem	0	1,237	3,638	450	12	5,337
Stedman Primary	0	1,388	2,225	250	72	3,935
Sunnyside Elem	0	1,875	6,052	38	12	7,977
Quantity Totals	0	16,988	47,254	4,477	566	69,285
<i>Price per 1/2 pint</i>						
Price Totals						

District 7 Schools	Skim Unflavored Milk	1 % Unflavored Milk	Skim Choc Milk	Skim Straw Milk	Lactose Free	Totals
Grays Creek High	0	1,600	5,487	900	0	7,987
Alderman Road Elem	0	3,617	8,938	875	72	13,502
Gallberry Farm Elem	0	4,450	11,200	500	55	16,205
Grays Creek Middle	0	2,350	9,237	550	0	12,137
Grays Creek Elem	0	1,887	5,365	787	36	8,075
Quantity Totals	0	13,904	40,227	3,612	163	57,906
<i>Price per 1/2 pint</i>						
Price Totals						

District 8 Schools	Skim Unflavored Milk	1 % Unflavored Milk	Skim Choc Milk	Skim Straw Milk	Lactose Free	Totals
Westover High	0	1,537	5,338	625	0	7,500
Ben Martin Elem	0	3,212	7,825	750	42	11,829
Cliffdale Elem	0	3,850	9,200	1,550	162	14,762
Morganton Road Elem	0	1,975	7,188	1,250	7	10,420
Ponderosa Elem	0	2,812	5,725	625	42	9,204
Westover Middle	0	1,212	5,662	1,150	0	8,024
Quantity Totals	0	14,598	40,938	5,950	253	61,739
<i>Price per 1/2 pint</i>						
Price Totals						

District 9 Schools	Skim Unflavored Milk	1 % Unflavored Milk	Skim Choc Milk	Skim Straw Milk	Lactose Free	Totals
Terry Sanford High	0	1,082	3,987	1,062	18	6,149
Alma Easom Elem	0	1,075	4,137	412	75	5,699
Ashley Elem	0	575	2,025	350	6	2,956
Glendale Acres Elem	0	1,600	3,212	0	12	4,824
Max Abbott Middle	0	1,650	5,825	1,125	33	8,633
Vanstory Hills Elem	0	1,525	5,662	850	36	8,073
Walker-Spivey Elem	0	1,800	5,587	338	0	7,725
Totals	0	9,307	30,435	4,137	180	44,059
<i>Price per 1/2 pint</i>						
Price Totals						

District 10 Schools	Skim Unflavored Milk	1 % Unflavored Milk	Skim Choc Milk	Skim Straw Milk	Lactose Free	Totals
E.E. Smith High	0	1,062	3,887	1,025	24	5,998
Ferguson Easley Elem	0	1,862	6,650	412	18	8,942
Lucile Souders Elem	0	2,225	5,087	850	108	8,270
Margaret Willis Elem	0	1,788	4,675	963	0	7,426
Nick Jeralds Middle	0	1,037	4,350	1,037	0	6,424
Reid Ross Classical	0	562	2,150	350	7	3,069
Warrenwood Elem	0	2,476	5,762	662	132	9,032
Westarea Elem	0	2,600	9,100	1,775	72	13,547
Totals	0	13,612	41,661	7,074	361	62,708
<i>Price per 1/2 pint</i>						
Price Totals						

TOTALS FOR ALL DISTRICTS

Section II Quantities Orderd as Needed

Buttermilk, Cottage Cheese, Half & Half, Sour Cream and Yogurt

This section will not affect awarding of Section I Fluid Milk

Description	Brand Name	Product Code	Unit Price
Buttermilk Fat Free 0% Milk Fat			
Cottage Cheese 1% Low Fat			
Sour Cream, Real Less than 10% Fat			
Sour Cream, Light Less than 4% Fat			
Sour Cream, Fat Free 0 - .5% Fat			
Half & Half Saturated Fat 10% or less			
Half & Half Fat Free Saturated Fat 0 - .5% maximum			
Yogurt, Lowfat Vanilla Bulk			
Yogurt, Lowfat Strawberry Bulk			

Appendix A

**Cumberland County Schools
Listing Of Schools And Addresses**

Max Abbott Middle	590 Winding Creek Road	Fayetteville, NC 28305
Alderman Road Elementary	2860 Alderman Road	Fayetteville, NC 28306
Armstrong Elementary	3395 Dunn Road	Eastover, NC 28312
Ashley Elementary	810 Trainer Drive	Fayetteville, NC 28304
Loyd Auman Elementary	6882 Raeford Road	Fayetteville, NC 28304
Ed Baldwin Elementary	4441 Legion Road	Hope Mills, NC 28348
Beaver Dam Elementary	12059 NC Hwy 210	Roseboro, NC 28382
Brentwood Elementary	1115 Bingham Drive	Fayetteville, NC 28304
Jack Britt High	7403 Rockfish Road	Fayetteville, NC 28306
WT Brown Elementary	2522 Andrews Church Rd	Spring Lake, NC 28390
Douglas Byrd Middle	1616 Ireland Drive	Fayetteville, NC28304
D. Byrd Middle - North	1606 Ireland Dr	Fayetteville, NC28304
Douglas Byrd High	1624 Ireland Drive	Fayetteville, NC 28304
Cape Fear High	4762 Clinton Road	Fayetteville, NC 28312
Cashwell Elementary	2970 Legion Road	Fayetteville, NC 28306
Anne Chesnutt Middle	2121 Skibo Road	Fayetteville, NC 28314
Cliffdale Elementary	6450Cliffdale Road	Fayetteville, NC 28304
College Lake Elementary	4963 Rosehill Road	Fayetteville, NC 28311
C Wayne Collier Elementary	3522 Sturbridge Drive	Hope Mills, NC 28348
JW Coon Elementary	905 Hope Mills Road	Fayetteville, NC 28304
Cumberland Mills Elementary	2576 Hope Mills Road	Fayetteville, NC 28306
Cumberland Road Elementary	2700 Cumberland Rd.	Fayetteville, NC 28306
District 7 Elementary	5721 Smithfield Road	Wade, NC 28395
Alma Easom Elementary	1610 Westlawn Avenue	Fayetteville, NC 28305
Eastover Central Elementary	5174 Dunn Road	Eastover, NC 28312
Ferguson Easley Elementary	1857 Seabrook Road	Fayetteville, NC 28301
Gallberry Farms Elementary	8019 Byerly Drive	Hope Mills, NC 28348
Glendale Acres Elementary	2915 Skycrest Drive	Fayetteville, NC 28304
Grays Creek Elementary	2964 School Road	Hope Mills, NC 28348
Grays Creek Middle	5151 Celebration Drive	Hope Mills, NC 28348

Grays Creek High	5301 Celebration Drive	Hope Mills, NC 28348
John Griffin Middle	5551 Fisher Road	Fayetteville, NC 28304
Howard Hall Elementary	526 Andrews Road	Fayetteville, NC 28311
Bill Hefner Elementary	7059 Calamar Drive	Fayetteville, NC 28314
E Melvin Honeycutt Elementary	4665 Lakewood Drive	Fayetteville, NC 28306
Hope Mills Middle	4975 Cameron Road	Hope Mills, NC 28348
Howard Learning Academy	1608 Camden Road	Fayetteville, NC 28306
Luther Nick Jeralds Middle	2517 Ramsey Street	Fayetteville, NC 28301
Lake Rim Elementary	1455 Hoke Loop Road	Fayetteville, NC 28314
Lewis Chapel Middle	2150 Skibo Road	Fayetteville, NC 28314
Long Hill Elementary	6490 Ramsey Street	Fayetteville, NC 28311
Manchester Elementary	611 Spring Avenue	Spring Lake, NC 28390
Ben Martin Elementary	430 N. Reilly Road	Fayetteville, NC 28303
Massey Hill Classical	1062 Southern Avenue	Fayetteville, NC 28306
Mary McArthur Elementary	3809 Village Drive	Fayetteville, NC 28304
EE Miller Elementary	1361 Rim Road	Fayetteville, NC 28314
Montclair Elementary	555 Glensford Drive	Fayetteville, NC 28314
Morganton Road Elementary	102 Bonanza Drive	Fayetteville, NC 28303
New Century Elementary	7465 Century Circle	Fayetteville, NC 28306
New Century Middle	7455 Century Circle	Fayetteville, NC 28306
WH Owen Elementary	4533 Raeford Road	Fayetteville, NC 28304
Pine Forest Middle	6901 Ramsey Street	Fayetteville, NC 28311
Pine Forest High	525 Andrews Road	Fayetteville, NC 28311
Ponderosa Elementary	311 Bonanza Drive	Fayetteville, NC 28303
Raleigh Road Elementary	8330 Ramsey Street	Linden, NC 28356
Ramsey Street High	117 Quincy Street	Fayetteville, NC 28301
Reid Ross Classical	3200 Ramsey Street	Fayetteville, NC 28301
Rockfish Elementary	5763 Rockfish Road	Hope Mills, NC 28348
Terry Sanford High	2301 Fort Bragg Road	Fayetteville, NC 28303
JW Seabrook Elementary	4619 NC Hwy 210 S	Fayetteville, NC 28312
Seventy First Classical	6830 Raeford Road	Fayetteville, NC 28304
Seventy First High	6764 Raeford Road	Fayetteville, NC 28304
Sherwood Park Elementary	2115 Hope Mills Road	Fayetteville, NC 28304
EE Smith High	1800 Seabrook Road	Fayetteville, NC 28301
Lucile Souders Elementary	128 Hillview Avenue	Fayetteville, NC 28301
South View High	4184 Elk Road	Hope Mills, NC 28348

South View Middle	4100 Elk Road	Hope Mills, NC 28348
Spring Lake Middle	612 Spring Avenue	Spring Lake, NC 28390
Stedman Elementary	7370 Clinton Road	Stedman, NC 28391
Stedman Primary	155 E. First Street	Stedman, NC 28391
Stoney Point Elementary	7411 Rockfish Road	Fayetteville, NC 28306
Sunnyside Elementary	3876 Sunnyside School Road	Fayetteville, NC 28312
Vanstory Hills Elementary	400 Foxhall Road	Fayetteville, NC 28303
Walker Spivey Elementary	500 Fisher Street	Fayetteville, NC 28301
Warrenwood Elementary	4618 Rosehill Road	Fayetteville, NC 28311
Westarea Elementary	941 Country Club Drive	Fayetteville, NC 28301
Westover Middle	275 Bonanza Drive	Fayetteville, NC 28303
Westover High	277 Bonanza Drive	Fayetteville, NC 28303
Alger B Wilkins High	1429 Skibo Road	Fayetteville, NC 28303
Mac Williams Middle	4644 Clinton Road	Fayetteville, NC 28312
Margaret Willis Elementary	1412 Belvedere Avenue	Fayetteville, NC 28305

“BUY AMERICAN”

The 1998 re-authorization of the National School Lunch Act included language that requires recipient agencies participating in the National School Lunch Program and the National School Breakfast program in the contiguous United States to buy food produced in the United States when buying with Federal Funds. While the 1987 legislation allowed certain limited exceptions to the “domestic origin” requirement, the new legislation is specific in requiring schools, to the maximum extent practicable, to purchase product of domestic origin. As defined in the legislation, a domestic food commodity is an agricultural commodity (for example, red meat, chicken, fruit, vegetable, or grain) that is produced in the United States. A domestic food product is processed in the United States substantially using domestic agricultural commodities. Substantially means that over 51 percent of the processed food comes from American produced products. Regulations implementing these requirements (7CFR 210.21 and 220.16) were published on September 20, 1999.

Bid items that are not of domestic origin (produced in the United States) are:

Product

Origin



RETURN THIS DOCUMENT IN SEALED BID PACKET

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

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

Company Name (Please Print)

Signature of Authorized Representative

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

FNS Grant/Cooperative Agreement

Name/Address of Organization

Name/Title of Submitting Official

Signature

/ Date

HUB Statement

The Cumberland County Schools Child Nutrition Services Department is committed to the State of North Carolina's Historically Underutilized Business (HUB) Program. Through the Office for Historically Underutilized Businesses, the Department strives to reduce barriers to HUB/MWBE participation in contracts for goods and services acquired. The Office for Historically Underutilized Businesses certifies firms under N.C. General Statutes 143-48, 143.128.2, and 143.128.4.

It is the policy of Child Nutrition Services to ensure non-discrimination on the basis of race, color, national origin, or gender, and support total inclusion in the award of any contract. It is the intent of Child Nutrition Services to create an equitable environment in which businesses can compete fairly for contracts financed with state funds. Child Nutrition Services shall take all reasonable and necessary steps to ensure non-discrimination in the administration of functions administered through the HUB Program.

Bidding companies that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Bid Invitation.

____ I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB). (Indicate below the type.)

☐ Minority ☐ Small Business ☐ Woman Owned

____ My company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

Company Name (Please Print)

Signature of Authorized Representative

The United States Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited basis will apply to all programs and/or employment activities).

If you wish to file a Civil Rights complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Cumberland County Schools
Child Nutrition Services
Deviations/Compliance Form

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

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

___ No Deviations

___ Deviations as listed

List any deviations your company is submitting below:

Company Name (Please Print)

Signature of Authorized Representative