



**Memorandum from Purchasing Department**

*Letter of Instruction for RFP #251-25-79*

**To: Prospective Parties**

**Thank you for your interest in the Wake County Public School System. Please review the following instructions prior to submitting your proposal.**

- **Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.**
- **Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should be directed to [bids-mcalvert@wcpss.net](mailto:bids-mcalvert@wcpss.net).**
- **Offerors are cautioned that this is a request for offers, not a request to contract, and WCPSS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of WCPSS.**
- **In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.**
- **Submit one (1) signed, original executed proposal responses and one (1) electronic copy on a flash drive (emails not accepted) of your proposal simultaneously to the address identified below.**
- **Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.**



**Request for Proposal #251-25-79**

**1551 Rock Quarry Rd – Bldg. F**

Raleigh, NC 27610

**DUE DATE: April 30, 2024 @ 2:00PM ET**

Contract Type: Open Market

**Refer ALL Inquiries to:** Marcella Calvert  
Telephone No: 919-588-3457

Commodity: 731318  
Ice Cream Products for Child Nutrition Services

E-Mail: [bids-mcalvert@wcpss.net](mailto:bids-mcalvert@wcpss.net)

Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM

**NOTICE TO VENDORS**

Sealed proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Building F, Raleigh, NC) until 2:00 p.m. on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Proposals submitted via facsimile (FAX) machine or email in response to this Request for Proposal will not be acceptable. Proposals are subject to rejection unless submitted on this form.

**EXECUTION**

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

**Failure to execute/sign proposal prior to submittal shall render bid invalid. Late proposals are not acceptable.**

|   |       |                                   |                         |
|---|-------|-----------------------------------|-------------------------|
| BIDDER:   |       | FEDERAL ID OR SOCIAL SECURITY NO. |                         |
| STREET ADDRESS:   |       | P.O. BOX:                         | ZIP:                    |
| CITY & STATE & ZIP:   |       | TELEPHONE NUMBER:                 | TOLL FREE TEL. NO (800) |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE |       |                                   |                         |
| TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:               |       | FAX NUMBER:                       |                         |
| <b>AUTHORIZED SIGNATURE:</b>                                | DATE: | E-MAIL:                           |                         |

Offer valid for 60 days from date of proposal opening unless otherwise stated here: \_\_\_\_ days.

Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days.

Submit **one (1) signed, original executed** proposal response, and one (1) electronic copy on a flash drive (emails will not be accepted) of your proposal simultaneously to the address identified below.

Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

**MAILING INSTRUCTIONS:** Mail only one fully executed proposal with copies, unless otherwise instructed, and only one proposal package with copies per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

|                                  |
|----------------------------------|
| <b><u>DELIVER TO:</u></b>        |
| PROPOSAL NO. RFP 251-25-79       |
| Wake County Public School System |
| Attention: Marcella Calvert      |
| 1551 Rock Quarry Road, Bldg. F   |
| Raleigh, NC 27610                |

**RFP SCHEDULE**

The table below shows the intended schedule for this RFP. WCPSS will make every effort to adhere to this schedule.

| <b>Event</b>  | <b>Responsibility</b> | <b>Date and Time (ET)</b>        |
|---|-----------------------|----------------------------------|
| Issue RFP   | WCPSS                 | 4/19/2024                        |
| Submit written questions to <a href="mailto:bids-mcalvert@wcpss.net">bids-mcalvert@wcpss.net</a><br>(Reference RFP # in the subject line) | Vendor                | 4/23/2024 by 2:00 PM             |
| Provide Responses to Questions  | WCPSS                 | 4/26/2024 by End of Business Day |
| Submit Proposals  | Vendor                | 4/30/2024 @ 2:00 PM              |

**PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s). Written questions must be emailed to [bids-mcalvert@wcpss.net](mailto:bids-mcalvert@wcpss.net) by the date and time specified above. Vendors should enter "RFP #251-25-79 Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

| <b>Reference</b>         | <b>Vendor Question</b> |
|--------------------------|------------------------|
| RFP Section, Page Number | Vendor question ...?   |

Questions received prior to the submission deadline date, WCPSS' response and any additional terms deemed necessary by WCPSS will be posted in the form of an Addendum and shall become an Addendum to this IFB. No information, instruction, or advice provided orally or informally by any WCPSS personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this IFB. **Addendums associated with the Request for Bid will be posted to the following links and it will be the vendor's responsibility to adhere to and check these addendums prior to bid submittal:**

<http://webarchive.wcpss.net/about-us/purchasing/open-bids.html>  
<https://evp.nc.gov/solicitations>

**PROPOSAL EVALUATION**

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The services that are the subject of this RFP are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFP. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all the circumstances.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

#### **METHOD OF AWARD**

**All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation which is best for WCPSS. Vendors SHALL not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina. WCPSS Child Nutrition Services (CNS) reserves the right to waive any minor informality or technicality in proposals received.**

**See page 6 for Award Criteria.**

#### **IMPORTANT: CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

***During the evaluation period*—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS regarding this solicitation. All communication should be directed in written form to the WCPSS contact indicated on pages 1, 2, and 3.**

**TRANSPORTATION CHARGES: “FOB Child Nutrition Services Warehouse, Building F, Door A, 1551 Rock Quarry Road, Raleigh, North Carolina 27610 with all transportation charges prepaid and included in the bid price.”**

#### **PURPOSE AND BACKGROUND**

This solicitation is requesting bids for ice cream from qualified distributors with the intent to award a contract to procure ice cream products in accordance with applicable State statutes and Federal regulations governing federally funded child nutrition programs for designated regions in the Wake County Public School System (WCPSS), herein after referred to as the “school district”. The school district is requesting bids for ice cream products for the 2024-2025 school year.

For background purposes, The Wake County Public School System (WCPSS) is currently the largest school district in North Carolina and the 15th largest in the United States. There are currently 198 schools serving a student population of approximately 162,000, with approximately 20,000 staff. Wake County covers 854 square miles. Additional information about the school system can be accessed via the internet site ([www.wcpss.net](http://www.wcpss.net)). The Child Nutrition Services department (hereafter referred to as CNS) serves approximately 52,000 reimbursable lunches and 21,000 reimbursable breakfasts daily. Bidders must provide: Brand, Manufacturer's Product Code, Country of Origin, and Unit Price based on a direct shipment to the designated location as needed, to include all freight and unloading charges for each item quoted. This contract will establish a maximum price that WCPSS CNS will pay for any item covered by the contract during the term of that contract.

**(Reference Template)**

REFERENCES

|                       |  |                                 |  |
|-----------------------|--|---------------------------------|--|
| Name of Organization  |  | Contact Person Name             |  |
| Annual Contract Value |  | Contact Person Title            |  |
| Contract Start Date   |  | Contact Person Telephone Number |  |
| Contract End Date     |  | Contact Person Email Address    |  |

|                       |  |                                 |  |
|-----------------------|--|---------------------------------|--|
| Name of Organization  |  | Contact Person Name             |  |
| Annual Contract Value |  | Contact Person Title            |  |
| Contract Start Date   |  | Contact Person Telephone Number |  |
| Contract End Date     |  | Contact Person Email Address    |  |

|                       |  |                                 |  |
|-----------------------|--|---------------------------------|--|
| Name of Organization  |  | Contact Person Name             |  |
| Annual Contract Value |  | Contact Person Title            |  |
| Contract Start Date   |  | Contact Person Telephone Number |  |
| Contract End Date     |  | Contact Person Email Address    |  |

|                       |  |                                 |  |
|-----------------------|--|---------------------------------|--|
| Name of Organization  |  | Contact Person Name             |  |
| Annual Contract Value |  | Contact Person Title            |  |
| Contract Start Date   |  | Contact Person Telephone Number |  |
| Contract End Date     |  | Contact Person Email Address    |  |

|                       |  |                                 |  |
|-----------------------|--|---------------------------------|--|
| Name of Organization  |  | Contact Person Name             |  |
| Annual Contract Value |  | Contact Person Title            |  |
| Contract Start Date   |  | Contact Person Telephone Number |  |
| Contract End Date     |  | Contact Person Email Address    |  |

## **AWARD CRITERIA**

As provided by statute, award will be based on the lowest and best bid (most advantageous to Wake County Public School System) as determined by consideration of:

1. Prices offered.
2. Conformity with Smart Snack specifications herein.
3. Delivery schedule based off of the WCPSS provided school calendars.
4. Location and availability of service and personnel.
5. References provided for proposed product(s).
6. Samples of proposed product(s); if required.

It is not the policy of the WCPSS to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by the WCPSS. In evaluating the bids received and determining the best value, WCPSS 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 WCPSS; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the WCPSS; (6) student preferences; (7) the warranties offered and the bidder's warranty service history; (8) the probability of continuous availability of the goods/and or services offered; (9) the impact on the ability of the WCPSS to comply with any applicable laws or rules; (10) the total long-term cost to the WCPSS to acquire the vendor's goods and/or services; (11) packaging or the products and in some cases preferences is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the WCPSS may use all means at their collective disposal to evaluate the bids 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 WCPSS, will solely rest on the Child Nutrition Senior Director and /or the WCPSS CNS.

## **CONTRACT SPECIFICATIONS**

### **Product Specification(s):**

1. Economic Price Adjustment
2. Delivery
  - a. All delivery services shall be made between the hours of 7:00 A.M. and 2:00 P.M. Monday through Friday (except holidays, teacher workdays, and inclement weather days) and placed in the designated Frozen Food storage area as requested by Child Nutrition Service manager or designee.
  - b. All ice cream deliveries shall be made weekly or as needed to all schools or in accordance with a schedule mutually agreed upon with the successful bidder. Only one ice cream delivery per school site per week is anticipated, but the WCPSS reserves the right to require more/less than one delivery per week, as needed and volume requires. After-hours dock deliveries will not be accepted and will result in a contract cancellation. 100% fill rate is expected. Minimum deliveries shall be mutually agreed upon.
  - c. Deliveries must be made in mechanically refrigerated trucks maintaining a temperature appropriate for all products shipped. The WCPSS reserves the right to reject the use of equipment by a carrier if it is not in clean, sanitary condition and suitable for hauling of all items.
  - d. **In case of inclement weather forcing cancellation of schools on a delivery day, the delivery will be made on an alternate day agreed upon by the Child Nutrition Senior Director and/or designee and the Vendor. The school system reserves the right to cancel deliveries due to inclement weather for extenuating circumstances.**
  - e. The Vendor must immediately notify the Child Nutrition Senior Director or designee at the WCPSS placing the order, by telephone and/or email, if any delays occur. The Child Nutrition Senior Director or designee placing the order will have the option to cancel the order if they are unable to accept the delay. At the discretion of the WCPSS placing the order, items received after the due date, for which the WCPSS has not been notified regarding the delay, may be returned at the Vendor's expense with no penalty to the WCPSS.
  - f. 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 IFB, 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 Vendors uses multiple distribution centers, the WCPSS Child Nutrition Services will have ONE CONTACT PERSON for overall

contract management relative to any contract resulting from any award under this IFB, and the WCPSS WILL NOT be required to deal with multiple Vendor contracts for overall contract management.

- g. When the needs of the WCPSS require immediate response, the right to pick up products awarded under this IFB on an "over the counter" basis must be available for the majority of the items awarded to a bidder. Under such circumstances, the WCPSS personnel may pick up products at the Vendor's warehouse location at the bid price with no minimum purchase required.
- h. Except for items that have hidden defects or that do not meet specification, title to all products shall pass to the WCPSS upon receipt and acceptance at the time of delivery.
- i. Cartons must be marked as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

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" IFBs require a single discount percentage to be applied to all items in the offeror's published catalog, which must be supplied with the bid response.

Allowable costs will be paid from the nonprofit school food service account to the offerer/contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. The offeror/contractor agrees to fully disclose all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the offeror/contractor receives a discount, rebate, allowance, or incentive from any supplier, the offeror/contractor must disclose and return to WCPSS the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of WCPSS. All discounts, rebates, allowances, and incentives must be returned to WCPSS during a mutually agreed upon timeframe that is beneficial to the School District.

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

Each item is to be priced separately by offering the standard unit price as per designation in the description. In the event that the unit designation required by the specification is different than the standard package offered by a bidder, that bidder shall convert the quantities to conform to the unit set forth in the specifications. Failure to make the conversions may be cause for rejection.

Proposed prices must be firm for acceptance from July 01, 2024 through June 30, 2025, unless otherwise specified in this IFB or in the offeror's response. The awarded vendor may only petition for an increase in the cost of materials to be effective at the time of renewal. If an event or events should occur that, through no fault of the contractor, would cause an unusual, unseasonable escalation and it would be unreasonable to wait until the next scheduled petition period for a price change, WCPSS Child Nutrition Services will listen to a request for re-pricing at a time other than set forth above. Any request for a price increase is subject to a negotiation and will be approved or disapproved on the basis of supplier invoicing as well as data provided from third party market sources. Final decision on approving or disapproving requested price increase will be made solely by the Child Nutrition Services Senior Director. Any petition for change in bid pricing needed due to unexpected market conditions must be submitted in writing to the Senior Director of Child Nutrition Services, at least thirty (30) days in advance of the proposed price change. Price adjustments will only be allowed for changes in the vendor's cost of materials.

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 IFB are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to WCPSS.

- 4. Product Recall - The Vendor awarded the Contract shall be expected to voluntarily comply with all Federal, State and local mandates regarding the Identification and Recall of foods from the commercial and consumer marketplace. The Vendor shall have a process in place to immediately respond to a manufacturer food recall; the process must include accurate and timely communications to the School District and assurance that unsafe products are identified and removed from school sites in an expedient, effective and efficient manner. The Vendor is responsible for any consequences arising from the failure to make immediate notification. A one-page summary of the Vendor's Food Recall Policy/Procedures is required to be submitted with the Bid in FORM M.
- 5. HACCP Program- Vendor must provide a letter with the offer stating that they have a HACCP program in place or documentation of manufacturing practices that follow current food safety compliance standards.

6. Country of Origin - The spreadsheet document MUST identify the Country, or Countries of Origin, (source) for each product priced. USDA regulation requires the Country, or Countries of Origin, of ALL Non-Domestic foods from the Vendor to be approved in advance by the School District CN Administrator. A space for Country-of-Origin documentation is provided on the bid spreadsheets and is required to meet the Food Safety, Recall, and Buy American federal requirement. Changes to the Country of Origin, not specified on the bid document, require notification and written approval in advance of delivery of the product to the School District.
7. Nutritional Information- Nutritional Analysis Data Sheets, including food allergen information, and CN labels (if applicable) MUST be included in each of the returned bid packets. Failure to include the requested information may result in disqualification of the bid quote for each item lacking the information. The Healthy Hunger Free Kids Act requires that food products and ingredients must contain zero grams of trans fat per serving. Ice Cream must be compliant with "Smart Snacks" regulations. All food products listed on the bid must be accompanied by the nutrition label or manufacturers specifications in order to ensure that no products containing trans-fat are awarded. Labels must also include calories, saturated fat and sodium content per serving. If the product is a meat item and includes a minimal amount of naturally occurring trans-fat, the nutritional specifications must document the source of the trans-fat.
8. Quality – All ice cream products are to be kept at proper temperature (0°F or less) before and during delivery. All ice cream products shall be in a firm condition upon delivery. Partially thawed or refrozen items shall not be accepted.  
 All products shall conform to Federal Pure Food and Drug Law. The vendor shall bear all expense associated with compliance.  
 All ice cream products covered by this document are to be processed and delivered under the most sanitary conditions.  
 All ice cream products must be marked with appropriate product identifying information as indicated on the purchase order: Size of serving, ice cream content and code dates. Utilizing only a case code date is not acceptable.  
 Products which are compliant with Federal "Smart Snack" rules may be provided. If a problem is found, WCPSS/CNS has the right to request an immediate pickup of the product with a full replacement or credit of the product.
9. Bid Evaluation and Award All bids received in response to this IFB which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Bid Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any bid will not constitute an assessment of its meeting the necessary qualifications, and any bid may be disqualified at any time during the process of evaluating bids for failure to meet any other terms or conditions contained anywhere else in the bid request.  
 WCPSS reserves the right to waive any or all bid 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 bids in their entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items included in the bid 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 WCPSS to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by WCPSS. In evaluating the bids received and determining the best value for , WCPSS 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 WCPSS; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with WCPSS; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of WCPSS to comply with any applicable laws or rules; (10) the total long-term cost to WCPSS to acquire the vendor's goods and/or services; (11) 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 (12) any other relevant factor that a public or private entity could consider in selecting a vendor. In the case of a tie bid, preference shall be given to goods and services produced in North Carolina or provided by North Carolina persons, firms, or corporations, if such a choice is available; otherwise, the tie shall be decided by lot.  
 Brand names must be identified, and a USDA Grade Certificate may be requested on any or all items before or after bid opening.  
 It is understood that WCPSS may use all means at their collective disposal to evaluate the bids 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/of services offered to fit the needs of WCPSS, will be made by the Child Nutrition Senior Director, the WCPSS Purchasing Officer, WCPSS Finance Officer and/or WCPSS designee.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by WCPSS. WCPSS reserves the right to require a performance bond as it is deemed necessary.

10. Invoices – Successful bidder shall be able to provide an electronic standard EDI810 file delivered to a WCPSS FTP/SFTP site/FNS folder within one year of contract start date. If the successful bidder cannot provide this capability at the start of the contract, then the bidder must provide monthly progress reports to WCPSS that indicate progression towards implementation. At such time as it has been determined by WCPSS that the successful bidder is not making reasonable progress by the end of the contract term, WCPSS reserves the right to award the contract to the next responsible bidder in lieu of a contract extension.

### **CONTRACT TIME PERIOD**

The transfer, assignment, or subcontracting of contracts is prohibited, and the bidder agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this IFB without the prior written consent of WCPSS. This will be a one-year term contract beginning July 1, 2024 through June 30, 2025 with the option to renew for three additional years (in one-year increments). WCPSS will notify awarded Vendor(s) approximately 60 days prior to July 1, 2025 with option to renew.

### **ECONOMIC PRICE ADJUSTMENT**

Whenever a manufacturer, packer, or supplier increases or decreases, rather than extends the cost of a product, the Vendor must solicit and document the cost from other approved sources (i.e. Recognized Market Reports, Consumer Price Index-Cost of Food Away from Home) in the same manner as for the initial Bid. The Vendor shall shop the market for "Best Buys" and maintain, and provide, upon request, documentation of such efforts on behalf of the WCPSS.

Appropriate product documentation consists of manufacturer or supplier's invoice to Vendor (with applicable dates) showing cost increase along with a recognized marketing report verification. Annual Contract pricing increases will not take effect until the last delivery to Summer Nutrition Programs provided by WCPSS.

Product price adjustment for food, snacks, and supplies may be requested in writing sixty (60) days in advance of the effective date of February 1 of the contract year, and/or sixty (60) days in advance of the effective date of the Contract renewal with appropriate product documentation to allow for the WCPSS approval or provide opportunity to make other provisions as deemed appropriate. Appropriate product documentation consists of manufacturer or supplier's invoice to Vendor (with applicable dates) showing cost increase along with a recognized marketing report verification. Annual Contract pricing increases will not take effect until the last delivery to Summer Nutrition Programs provided by WCPSS.

### **EXTENSION CLAUSE**

This contract **may be** extended for up three additional years unless sooner terminated in accordance with the provisions of this Contract if the Vendor and the WCPSS mutually agree, no increases in costs are incurred except for the growth and the maximum allowable escalation price is capped by consumer price index increases.

### **DELIVERY**

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 section #32 of 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 WCPSS.

All freight, delivery, and handling charges are the responsibility of the bidder, 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. The bid package includes a summary listing of the participating schools of the WCPSS.

### **SUBSTITUTIONS**

The WCPSS 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 WCPSS Child Nutrition Services, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without a 48-hour prior approval by the WCPSS designee or CNS Senior Director will constitute a breach of contract by the Vendor which may result in the initiation of actions covered in section #32 of 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 WCPSS.

## **CHARGES FOR INCONVENIENCE**

After acceptance, the successful Vendor will be liable for any expenses, including attorney fees, incurred as a result of violations or attempts to enforce this contract.

If the Vendor is unable to deliver an approved product, the respective Wake County Public Schools Child Nutrition Services office shall purchase a product of equal or greater quality from another source. The difference between price paid and contract price will be charged to the contracted Vendor.

## **COMPLIANCE WITH CLEAN AIR AND WATER ACT**

By signing this bid, the bidder certifies that the Vendor is in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator of the Enforcement.

## **COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

By signing this bid, the bidder certifies that the Vendor is in compliance with all applicable standards, orders, regulations and policies related to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conversation Act (Pub. L 94-163, 89 Stat. 871). [53 FR 8044, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19641, Apr. 19, 1995]

## **DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As requested by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined in 15 CFR Part 26, Sections 26.105 and 26.110-1) the prospective primary participant certifies to the best of its knowledge and belief, that is and its principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;

b) have not, within a three-year period preceding this bid, been convicted of or had a 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 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.

By signing this bid, the bidder certifies that the Vendor is in compliance with Federal, State, and local guidelines. 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. DEBARMENT, SUSPENSION and OTHER RESPONSIBILITY MATTERS compliance is addressed in FORM F.

## **DEVIATIONS**

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise, it will be considered that the service offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Wake County Public School System that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

## **Deviations from Item Specification 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 bidder 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 bidder's response will hold the bidder accountable to the WCPSS 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 bidder at a competitive disadvantage or otherwise prevent the WCPSS from considering to bid on the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model 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 section #32 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the WCPSS. DEVIATION compliance is addressed in FORM G.

### **FIRM BID**

Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

### **WITHDRAWAL OR MODIFICATION OF BID**

Subject to the restrictions discussed below, the WCPSS will consider a WRITTEN request from any bidder that the bidder be allowed to withdraw any bid submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR BID SUBMISSION as stated in the Bid Certification included with this IFB. A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must manually sign any request for the withdrawal of any bid in ink, and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due as specified in the Bid Certification. Only bids that have been submitted consistent with the instructions relating to packaging and labeling of the bid will be considered for withdrawal.

If there is any question in the mind of the management of the WCPSS regarding the identity of the bid or the identity of the bidder relation to any request for the withdrawal of any bid, the WCPSS will refuse to allow the withdrawal of the bid. Withdrawal of any bid allowed by the WCPSS will require the completion and signature of a written receipt by the bidder's representative satisfactory to the WCPSS Administrator before the bid will be released. The decision of the WCPSS Administrator in relation to any matters concerning bid withdrawal will be final.

If a bidder requests to withdraw a bid and the WCPSS allows the withdrawal of the bid, the bidder may resubmit the bid, or submit a new bid, up until the due date and time for bid submission as stated in the Bid Certification included with this IFB, provided any new submission meets all the qualifications of bid submission included in these General Terms and Conditions.

If a bidder resubmits a bid that was withdrawn and makes changes to any document in the bid package, an authorized agent of the bidder must initial all alterations made to any bid document.

All bids in possession of the WCPSS at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the Bid Certification included with this IFB.

### **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 by the offeror, the quantity specified for that item will be adjusted to achieve an approximate 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.

Allowable costs will be paid from the nonprofit school food service account to the offeror/contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. The offeror/contractor agrees to fully disclose all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the offeror/contractor receives a discount, rebate, allowance, or incentive from any supplier, the offeror/contractor must disclose and return to the Wake County Public School System District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the Wake County Public School System District. All discounts, rebates, allowances, and incentives must be returned to the Wake County Public School System District during a mutually agreed upon timeframe that is beneficial to the School District.

“Cost Plus” bids will not be accepted unless otherwise requested in this IFB.

Bid Prices must be firm for acceptance throughout the term of the contract, unless otherwise specified in this IFB or in the bidder’s response.

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

### **FIRM FIXED FEE**

The Fixed Fee shall encompass the costs of the product’s distribution, financing and profit, production losses, analyses cost, waste, labor, overhead, and transportation costs.

The Fixed-Fee shall remain firm for the duration of the Contract, and for the duration of any Summer Nutrition Programs offered by WCPSS and any future Contract renewal period(s). Exceptions: Fuel Increase Force Majeure.

In the event of a substitution, the Fixed - Fee charged by the Vendor shall also apply to all other pre-approved brands in that specification and any optional brand priced or offered by the Vendor and approved by WCPSS for that bid specification.

### **VALUE ADDED**

Value added options and services including, but not limited to, product merchandisers and other purchasing incentives will not be considered as a factor in evaluating the award of this Bid.

### **NON-COLLUSION CERTIFICATION**

By signing this bid, the bidder certifies that, to the best of his/her knowledge:

- a) neither the bidder nor any business entity represented by the bidder has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this IFB,
- b) this bid or proposal has been arrived at independently and is submitted without collusion with any other bidder, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any bidder an unfair advantage over any other bidder with respect to this bid,
- c) the bidder has not accepted, offered, conferred, or agreed to confer, and will not in the future accept offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to the WCPSS in connection with any information or submission related to this bid, any recommendation, decision, vote, or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this bid,
- d) neither the bidder, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this bid, and this bid or proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other bidder, competitor, or potential competitor prior to the opening of bids or proposals for this project,
- e) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid or proposal.

The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

### **SUITABILITY FOR INTENDED USE**

Bidders are requested to offer only comparable equipment which will provide the equivalent capabilities, features, and diversity called for herein. Wake County Public School System reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and thought to be in the Wake County Public School System’s best interest.

### **WARRANTY**

The contractor warrants to the owner that all item(s) furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date put in

operation. Such replacement shall include all parts, labor, and transportation cost to the location where item(s) are located and free of any charge to the owner or his representative.

By submission of a bid, the bidder warrants that the bidder is an authorized dealer, Vendor, or manufacturer for the product(s) being offered, that all items bid conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this IFB will be free from all defects in material, workmanship, 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 IFB. This warranty shall provide for replacement of defective merchandise from the specified WCPSS location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES**

By submission of a bid, the bidder agrees that in the performance of any contract resulting from any award under this bid, the bidding entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to, an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The Bidder 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.

The occurrence of any prohibited discrimination will constitute Vendor's breach of contract due to a substantial failure by the Vendor to fulfill its obligations, whereupon the WCPSS may terminate the Vendor's contract for cause as provided by section #32 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination."

### **FORCE MAJEURE**

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 executed 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.

WCPSS will be responsible for any costs incurred by the Vendor because of the Force Majeure event unless the WCPSS 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 WCPSS has agreed in such 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 WCPSS shall have the option to terminate this contract in accordance with section #32 of this 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 WCPSS's rights as provided elsewhere in this contract.

### **THE BUY AMERICAN PROVISION**

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

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. The report accompanying the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Exceptions to the "Buy American" requirement are allowed when: (1) the recipients have unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States; (2) products are not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality; or (3) the cost of the domestic-produced food product is significantly higher than that of the foreign product.

It is imperative that WCPSS comply with the "Buy American" requirement by purchasing food products produced in the U.S. for its food programs. The Nutrition Labeling and Education Act of 1990 mandates that the country of origin for both domestic and imported food products be identified on the product labels.

Each permitted imported product other than pineapple, mandarin oranges, coffee, olives, and tuna must be pre-approved by the WCPSS.

## **RECORDS RETENTION**

By signing this bid, the bidder understands that the WCPSS, 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.

The bidder is required to retain pertinent records for five (5) years plus the current school year after the WCPSS make final payments and all other pending matters are closed.

## **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 WCPSS 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 sheet, this contract shall terminate upon the expiration of the contract term as stated on the Bid Certification sheet.

If any delay or failure of performance is caused by a Force Majeure event as described above in the General Terms and Conditions entitled "Force Majeure," the WCPSS 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 for 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 ten (10) 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:

- a) the Vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this IFB,
- b) the Vendor delivering any product(s) that fail to meet the Item Specifications included in this IFB relating to the awarded product(s)
- c) the Vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of the WCPSS placing the order,
- d) the Vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- e) 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
- f) the Vendors are not permitted to contact managers or staff at school level about items that can be ordered or should be ordered. Bids are awarded through the main office only. All purchases and purchase orders are processed and distributed through the central Child Nutrition Business office only.

Notwithstanding anything contained in this section, in the event of the Vendor's breach of any provision in this contract, the WCPSS 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 the Wake County Public Schools, 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 WCPSS elects to purchase other products from other sources, the WCPSS will invoice the Vendor for any increased costs to the WCPSS, and the Vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the WCPSS terminates this contract, in whole or in part, for any reason provided for within the contract, the WCPSS reserves the right to award the cancelled contract, or any portion thereof, to the next lowest or best bidder as it deems such award to be in the best interest of the Wake County Public Schools.

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.

### **Invoices, Packing Lists, and Payment**

Successful bidder shall be able to provide an electronic standard EDI810 file delivered to a WCPSS FTP/SFTP site/FNS folder within one year of contract start date. If the successful bidder cannot provide this capability at the start of the contract, then the bidder must provide monthly progress reports to WCPSS that indicate progression towards implementation. At such time as it has been determined by WCPSS that the successful bidder is not making reasonable progress by the end of the contract term, WCPSS reserves the right to award the contract to the next responsible bidder in lieu of a contract extension.

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., and must include a properly signed copy of the delivery receipt. Two copies of the invoice will be left with the CNS manager or designee.

The WCPSS will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

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.

One monthly statement (itemized by school) will be mailed to Wake County Public Schools, Accounting Department, 111 Corning Road, Cary, NC 27518 by the fifth day of each month. All returned merchandise must be noted on a credit memo.

At the option of the WCPSS, 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 WCPSS, invoices may be corrected upon receipt and payment may be made based upon their corrections.

### **RIGHT TO ASSURANCE**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he 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.

## **SUB-CONTRACTING SERVICES**

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

## **ASSIGNMENT – DELEGATION**

No responsibility or obligation created by this contract shall be assigned or delegated by the Vendor without written permission from the WCPSS. Any attempted assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

## **CATALOGS**

For “discount from catalog” bids or other bids based on industry or other “benchmark” pricing lists or tables, it will be the responsibility of the successful bidder(s) to provide the WCPSS with a complete, updated catalog and/or price list for all items awarded within five (5) working days of receipt of a Notification of Award. Subsequent additions, deletions, or changes in product specifications may be submitted to the WCPSS when they become available.

## **CONTRACT AND PURCHASE ORDERS**

A response to IFB is an offer to contract with the WCPSS based upon the Item Specifications and the General Terms and Conditions contained in the IFB. ***Bids do not become contracts unless and until they are both accepted by the WCPSS through an Award Notice to the bidder and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the WCPSS or its designee. Bidders acting upon the opening of an apparent low bid alone do so at their own risk.***

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the IFB and any subsequent addenda thereto, (2) the bidder’s signed Bid Certification sheet and any subsequent addenda thereto, (3) the bidder’s entire response to the IFB, (4) the bidder’s Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All the binding agreements should be submitted as part of the bid packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

## **DEADLINE FOR PROPOSAL SUBMITTAL**

Proposals are due no later than **April 30, 2024, at 2:00 pm ET**. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the RFP shall be answered per aforementioned instructions.

**FORM- A  
RETURN THIS DOCUMENT IN SEALED BID PACKET**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM  
ADDITIONAL COMPANY INFORMATION**

\_\_\_\_\_  
Company Name (Please Print)

**Contract Person Information:**

If contact person or mailing address is different from the Authorized Representative on Form A, please specify below.

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Person \_\_\_\_\_

Position or Title of Contact Person \_\_\_\_\_

Phone Number of Contact Person \_\_\_\_\_

Fax Number of Contact Person \_\_\_\_\_

Email Address of Contact Person \_\_\_\_\_

**SWORN STATEMENT OF UNDERSTANDING**

I, \_\_\_\_\_, being duly sworn depose and say that I have reviewed the foregoing document and the same is true and accurate of my own personal knowledge except those matters set forth on information and belief and as to those I also believe them to be true.

\_\_\_\_\_  
Company Name (Please Print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date of Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_, Notary public, My commission expires: \_\_\_\_\_

**FORM- B  
RETURN THIS DOCUMENT IN SEALED BID PACKET**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM  
DEALERSHIP LISTING**

**If your company has more than one location that will be servicing this contract, please list each location below.**  
If additional sheets are required, please duplicate this form as necessary or attach list with requested information.  
(Please Type or Print)

**First Listing:**

---

Company Name

---

Address

---

City State Zip

---

Phone, Cellular, Fax, and/or Email

---

Contact Person

**Second Listing:**

---

Company Name

---

Address

---

City State Zip

---

Phone, Cellular, Fax, and/or Email

---

Contact Person

**FORM- C  
RETURN THIS DOCUMENT IN SEALED BID PACKET**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**

**MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION**

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

- Minority Owned Business
- Woman Owned Business
- Small Business Enterprise

\_\_\_\_\_ Yes, I certify that that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

\_\_\_\_\_ No, my company has not yet received HUB or MWBE certification but meets the above criteria.

\_\_\_\_\_ No, my company is not a minority, woman, or small business enterprise.

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date of Signature

**FORM- D  
RETURN THIS DOCUMENT IN SEALED BID PACKET**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND AGREEMENTS  
LOBBYING**

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or WCPSS agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and WCPSS agreements) and that all sub recipients shall certify and disclose accordingly.

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

---

Company Name (Please Print)

---

Signature of Authorized Representative

---

Date of Signature

**FORM- E**  
**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**United States Department of Agriculture (USDA)**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS –**  
**PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

(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 of Signature

**FORM-F  
RETURN THIS DOCUMENT IN SEALED BID PACKET**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM  
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 whom this bid 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," "bid," 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 bid 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 No procurement 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.

Form AD-1048 (2/89)

The WCPSS will assume that you will service WCPSS as listed (current and potential) unless you designate otherwise.

REMINDER: You can cite exceptions to the terms and conditions on your "Deviation/Compliance Form" to control additional freight to members.

Please sign below to indicate that you understand your service commitments during the term of this contract.

---

Company Name (Please Print)

---

Signature of Authorized Representative

---

Date of Signature



**FORM-H  
RETURN THIS DOCUMENT IN SEALED BID PACKET**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM  
EVIDENCE OF INSURANCE**

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

**FORM-I  
RETURN THIS DOCUMENT IN SEALED BID PACKET**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM  
LUNSFORD ACT – SEX OFFENDER & PUBLIC PROTECTION PROGRAM**

The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

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

---

Company Name (Please Print)

---

Signature of Authorized Representative

---

Date of Signature

**FORM-J  
RETURN THIS DOCUMENT IN SEALED BID PACKET**

**Wake County Public School System  
Vendor Information Form**

**ORDER ADDRESS**

**VENDOR NAME:** \_\_\_\_\_

**STREET/PO BOX:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**PAY ADDRESS (IF DIFFERENT FROM ORDER ADDRESS)**

**VENDOR NAME:** \_\_\_\_\_

**STREET/PO BOX:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**TELEPHONE #:** (\_\_\_\_) \_\_\_\_\_

**FAX #:** (\_\_\_\_) \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**FEDERAL TAX ID #:** \_\_\_\_\_ - \_\_\_\_\_ **OR**  
**SOCIAL SECURITY #:** \_\_\_\_\_

**(YOU MUST PROVIDE US A TAXPAYER ID # (EITHER SS# OR FEDERAL ID #) IN ORDER TO RECEIVE PAYMENT)**

1. Name(s) of Owner(s) of Company: \_\_\_\_\_
2. Are any owners in #1 related to any employee of Wake County Public School System? Yes \_\_\_\_\_ No \_\_\_\_\_
3. If your answer to #2 above is Yes: \_\_\_\_\_

**Owner Name**

\_\_\_\_\_

| WCPSS Employee | Position/Dept. Employed | Relationship |
|----------------|-------------------------|--------------|
|----------------|-------------------------|--------------|

4. Is your company incorporated? Yes \_\_\_\_\_ No \_\_\_\_\_

5. Invoice payment terms? Net 30 \_\_\_\_\_ 1% 10 Net 30 \_\_\_\_\_ 2% 10 Net 30 \_\_\_\_\_ Other \_\_\_\_\_

6. Is your company a Vendor of any N.C. Department of Administration Division of Purchase and Contract certification? Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

7. This firm certifies that it is a: Woman Owned \_\_\_\_\_ Minority Owned \_\_\_\_\_ Disabled Owned \_\_\_\_\_

**(NOTE: TO QUALIFY FOR W/M/D STATUS, 51% OF THE COMPANY MUST BE OWNED AND CONTROLLED BY A WOMAN, MINORITY, OR DISABLED INDIVIDUAL)**

8. Are you a supplier of goods \_\_\_\_\_ or a service provider \_\_\_\_\_

9. Are you a government agency? Yes \_\_\_\_\_ No \_\_\_\_\_

10. Do you receive retirement income from the N.C. Retirement System? Yes \_\_\_\_\_ No \_\_\_\_\_

**FORM-K**  
**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**VENDOR'S FOOD RECALL POLICY/PROCEDURES**

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

**Company Name (Type)**

---

**Signature of Authorized Representative**

**Print Authorized Representative Name**

**Date**

**FORM-L**  
**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**Official Ice Cream Bid Specification List**

Complete & submit the official ice cream bid specification list with pricing. See Page 29 – 31.

**SPECIFICATIONS FOR ICE CREAM PRODUCTS**

**COMPANY BIDDING:** \_\_\_\_\_

| <b>Item</b> | <b>Description</b>   | <b>Bidder Specified Brand &amp; Item #</b> | <b>Unit Packaging (Wt/Pkg &amp; Pkg/Cs)</b> | <b>Cost Per Serving</b> | <b>Cost Per Case</b> | <b>Anticipated Usage (Cases)</b> | <b>Total Cost Per Year</b> |
|-------------|--|--|---|-------------------------|----------------------|----------------------------------|----------------------------|
| 1           | <b>Low Fat Ice Cream: Vanilla</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet Smart Snacks guidelines.<br><b>Minimum size: 3 oz. cup</b>                                    |  |   |                         |                      | 700<br>(48/cs)                   |                            |
| 2           | <b>Low Fat Ice Cream: Chocolate</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet Smart Snacks guidelines.<br><b>Minimum size: 3 oz. cup</b>                                  |  |   |                         |                      | 1,000<br>(48/cs)                 |                            |
| 3           | <b>Low Fat Ice Cream: Strawberry</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet Smart Snacks guidelines.<br><b>Minimum size: 3 oz. cup</b>                                 |  |   |                         |                      | 650<br>(48/cs)                   |                            |
| 4           | <b>Low Fat Ice Cream: Cookies &amp; Cream</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><b>Minimum size: 3 oz. cup</b>                        |  |   |                         |                      | 1,100<br>(48/ case)              |                            |
| 5           | <b>Rainbow Sherbet Push-up: Individually Wrapped</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><b>Minimum size: 2.7 oz. push-up</b>           |  |   |                         |                      | 1,100                            |                            |
| 6           | <b>Low Fat Vanilla Ice Cream Sandwich: Individually Wrapped</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><b>Minimum size: 3 oz. sandwich</b> |  |   |                         |                      | 2,000                            |                            |
| 7           | <b>Low Fat Chocolate Fudge Bar: Individually Wrapped</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><b>Minimum size: 2.5 oz. bar</b>           |  |   |                         |                      | 1,850                            |                            |

| Item | Description   | Bidder Specified Brand & Item # | Unit Packaging (Wt/Pkg & Pkg/Cs) | Cost Per Serving | Cost Per Case | Anticipated Usage (Cases) | Total Cost Per Year |
|------|---|---------------------------------|----------------------------------|------------------|---------------|---------------------------|---------------------|
| 8    | <b>Orange Crème Bar: Individually Wrapped</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><i>Minimum size: 2.5 oz. bar</i>   |                                 |                                  |                  |               | 900                       |                     |
| 9    | <b>Rainbow Freeze Bar: Individually Wrapped</b><br>A grape, lime, lemon, orange and cherry layered ice pop, must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><i>Minimum size: 3.75 oz. bar</i> |                                 |                                  |                  |               | 1,750                     |                     |
| 10   | <b>Fruit Juice Bar: Individually Wrapped</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><i>Minimum size: 4 oz. bar</i>  |                                 |                                  |                  |               | 1,000                     |                     |
| 11   | <b>Chocolate Éclair Bar: Individually Wrapped</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><i>Minimum size: 2.75 oz. bar</i>  |                                 |                                  |                  |               | 1,500                     |                     |
| 12   | <b>Strawberry Éclair Bar: Individually Wrapped</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><i>Minimum size: 2.75 oz. bar</i>   |                                 |                                  |                  |               | 1,500                     |                     |
| 13   | <b>Cookies &amp; Cream Cone: Individually Wrapped</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><i>Minimum size: 2.5 oz. cone</i>  |                                 |                                  |                  |               | 2,500<br>(24/cs)          |                     |
| 14   | <b>Low Fat Ice Cream: Vanilla</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><i>Minimum size: 3 gallon tub</i>  |                                 |                                  |                  |               | 15                        |                     |

| Item | Description   | Bidder Specified Brand & Item # | Unit Packaging (Wt/Pkg & Pkg/Cs) | Cost Per Serving | Cost Per Case | Anticipated Usage (Cases) | Total Cost Per Year |
|------|---|---------------------------------|----------------------------------|------------------|---------------|---------------------------|---------------------|
| 15   | <b>Low Fat Ice Cream: Chocolate</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><b>Minimum size: 3 gallon tub</b>  |                                 |                                  |                  |               | 15                        |                     |
| 16   | <b>Low Fat Ice Cream: Strawberry</b><br>Must be less than 200 calories/serving, total fat less than 35%, no trans fat and sugars less than 35% by weight and meet SMART SNACKS guidelines.<br><b>Minimum size: 3 gallon tub</b> |                                 |                                  |                  |               | 15                        |                     |
| 17   | <b>New Product(s) Proposed *</b>  |                                 |                                  |                  |               |                           |                     |

COMPANY BIDDING: \_\_\_\_\_

TOTAL PRICE OF BID ITEMS - \_\_\_\_\_

**\*\*Minimum case count or minimum order total per delivery (if applicable):** \_\_\_\_\_

**\* For consideration of other Smart Snack compliant products, please provide the following for each product:**

(1) Nutritional Analysis Data Sheet, (2) Bidder Specified Brand & Item #, (3) Unit Packaging (Wt/Pkg & Pkg/Cs), (4) Cost Per Serving and (5) Cost Per Case.

## **WCPSS Purchasing Department Ethics Policy and Standards of Conduct**

All purchasing department employees conducting business transactions on the behalf of the Wake County Public School System hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with Vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

### **Conflict of Interest:**

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Wake County Public School System.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Wake County Public School System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Wake County Public School System facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Wake County Public School System.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

### **Nepotism:**

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family.

### **Gifts to Employees:**

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

## **Wake County Public School System BID PROTEST PROCEDURE**

### **PURPOSE**

To insure fairness and to promote open competition, Wake County Public School System shall be consistent in responding to an offeror's protest over contract awards.

### **PROCEDURE**

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Invitation for Bid, Invitation for Bid.

Any party which is an actual bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of Wake County Public Schools System transmitting via fax or email the announcement of intent to award.

The protest must be addressed to the Senior Director of Purchasing, 1551 Rock Quarry Road, Raleigh NC 27610 and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested

After careful consideration of all relevant information the Senior Director of Purchasing shall make a written decision.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

## TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **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.
3. **DEFINITIONS:**
  - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
  - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
  - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible, therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
9. **RECYCLING AND SOURCE REDUCTION:** It is the policy of WCPSS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.  
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.  
Companies are strongly urged to bring to the attention of WCPSS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
10. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
11. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
12. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
13. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS 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.
16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise, the samples will become WCPSS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
17. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
20. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
21. **TAXES:** Any applicable taxes shall be invoiced as a separate item. G.S. 143-59.1 bars the WCPSS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
22. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
24. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
25. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card, and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers.
26. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.
27. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
28. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.
29. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the contractor, WCPSS may:
  - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
  - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

30. **INSURANCE:**

- a. **Certificates of Insurance** acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability. **Provider agrees to maintain the appropriate insurance outlined in Exhibit B.** Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.

The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.

31. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
32. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
34. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to WCPSS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** WCPSS shall receive full proportionate benefit immediately at any time during the contract period. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WCPSS reserving the right to accept or reject the increase or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
35. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
36. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
38. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
39. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
40. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
41. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

**31. INSURANCE:**

a. **Commercial General Liability:** The Vendor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

|                                  |             |
|----------------------------------|-------------|
|                                  | Occurrence: |
| General Aggregate                | \$2,000,000 |
| Premises Operations              | \$1,000,000 |
| Personal & Advertising Injury    | \$1,000,000 |
| Medical Expense (any one person) | \$5,000     |

b. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired, and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$2,000,000; and \$2,000 medical payments.

c. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance.

Part A: Worker's Compensation Coverage – Statutory Limits as required by state of North Carolina Worker's Compensation laws.

Part B: Employer's Liability:  
 Bodily Injury by Accident: \$500,000 each accident  
 Bodily Injury by Disease: \$500,000 each employee  
 Bodily Injury by Disease: \$500,000 Policy Limit

d. **Professional Liability Insurance (PL)/Errors and Omissions (E&O)** – Required for any services involving professional services such as architectural and or engineering services. May include malpractice insurance if medical or mental health services are provided. Minimum Limit requirements \$1,000,000

e. **Sexual Misconduct Insurance (SML)/Sexual Abuse/Molestation** - Required for any provider services when alone with students. Covers allegations of sexual abuse by policyholder and those employed by them, whether founded or unfounded. Minimum Limit requirements 1,000,000.

f. **Cyber Liability:** Required for any activity involving personal identifiable information or software applications. Minimum Limit requirements \$1,000,000 up to \$5,000,000.

g. Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.

h. **Certificates of Insurance** acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability.

The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.

## USDA NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

**LETTER OF INSTRUCTION:**

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**

FORMS CHECKLIST (This forms checklist is included for your convenience. Please complete and return all of the attached forms):

- \_\_\_\_\_ Bid Execution (Page 1 of bid document) **Must be signed in order for bid to be fully executed**
- \_\_\_\_\_ Additional Company Information & Sworn Statement of Understanding (**Notarized**) – Form A
- \_\_\_\_\_ Dealership Listing – Form B
- \_\_\_\_\_ Historically Underutilized Business (HUB) Certification – Form C
- \_\_\_\_\_ Certification for Contracts, Grants, Loans, & Agreements Lobbying – Form D
- \_\_\_\_\_ Certification Regarding Debarment, Suspension and Other Responsibility Matters– Form E
- \_\_\_\_\_ Instructions for Certification – Form F
- \_\_\_\_\_ Deviations/Compliance Form – Form G
- \_\_\_\_\_ Evidence of Insurance – Form H
- \_\_\_\_\_ Lunsford Act – Sex Offender and Public Protection Program – Form I
- \_\_\_\_\_ WCPSS Vendor Form – Form J
- \_\_\_\_\_ Vendor’s Food Recall Policy/Procedures – Form K
- \_\_\_\_\_ Official Ice Cream Bid Specification List – Form L
- \_\_\_\_\_ Bid Pricing Documentation and Verification