



STATE OF NORTH CAROLINA

DHHS – DIVISION OF STATE OPERATED HEALTHCARE FACILITIES

LONGLEAF NEURO-MEDICAL TREATMENT CENTER

Invitation for Bid #: 3D-26033

FRESH BREAD PRODUCTS

Date Issued: January 20, 2026

Bid Opening Date: February 2, 2026

At 1:00 PM ET

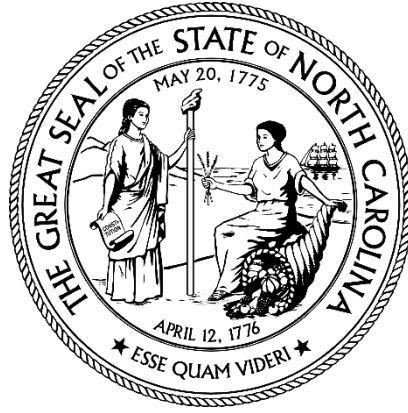
Direct all inquiries concerning this IFB to:

Rita Sutton

Facility Type Manager

Email: rita.sutton@dhhs.nc.gov

Phone: 919-281-8880



STATE OF NORTH CAROLINA

Invitation for Bids

3D-26033

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://evp.nc.gov/SignIn>

STATE OF NORTH CAROLINA
DHHS - Division of State Operated Healthcare Facilities
LONGLEAF NEURO-MEDICAL TREATMENT CENTER

Refer <u>ALL</u> Inquiries regarding this IFB to: The Procurement Lead through the Message Board in the Sourcing Tool. See section <u>2.5</u> for details:	Invitation for Bids # 3D-26033
	Bids will be publicly opened virtually on: February 2, 2026 @ 1:00 PM
Using Agency: Longleaf Neuro-Medical Treatment Center	Commodity No. and Description: 501819 - Bread and biscuits and cookies
Requisition No.: TBD	

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies it will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated below**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: IFB 3D-26033

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement in writing of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated on the attached certification, by _____
(Authorized Representative of Longleaf Neuro-Medical Treatment Center)

- 1.0 PURPOSE AND BACKGROUND.....5**

 - 1.1 CONTRACT TERM.....5

- 2.0 GENERAL INFORMATION5**

 - 2.1 INVITATION FOR BID DOCUMENT5
 - 2.2 E-PROCUREMENT FEE5
 - 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....5
 - 2.4 IFB SCHEDULE.....6
 - 2.5 BID QUESTIONS6
 - 2.6 BID SUBMITTAL7
 - 2.7 BID CONTENTS.....7
 - 2.8 ALTERNATE BIDS.....8
 - 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....8

- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS.....8**

 - 3.1 METHOD OF AWARD8
 - 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION8
 - 3.3 BID EVALUATION PROCESS9
 - 3.4 PERFORMANCE OUTSIDE THE UNITED STATES.....10
 - 3.5 INTERPRETATION OF TERMS AND PHRASES10

- 4.0 REQUIREMENTS10**

 - 4.1 PRICING10
 - 4.2 ESTIMATED QUANTITIES11
 - 4.3 PRODUCT IDENTIFICATION.....11
 - 4.4 TRANSPORTATION AND IDENTIFICATION11
 - 4.5 DELIVERY11
 - 4.6 AUTHORIZED RESELLER11
 - 4.7 SAMPLES/DESCRIPTIVE LITERATURE.....11
 - 4.8 HUB PARTICIPATION11
 - 4.9 REFERENCES12
 - 4.10 VENDOR’S REPRESENTATIONS12
 - 4.11 FINANCIAL STABILITY.....12
 - 4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION12
 - 4.13 SUBCONTRACTORS.....12
 - 4.14 SECRETARY OF STATE REGISTRATION12
 - 4.15 SUSTAINABILITY EFFORTS13

- 5.0 PRODUCT SPECIFICATIONS13**

 - 5.1 SPECIFICATIONS13
 - 5.2 REQUIREMENTS.....14
 - 5.3 DEVIATIONS.....14

- 6.0 CONTRACT ADMINISTRATION.....14**

 - 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE.....14

6.2 POST AWARD BUSINESS REVIEW MEETINGS15

6.3 CONTINUOUS IMPROVEMENT15

6.4 ACCEPTANCE OF WORK.....15

6.5 INVOICES15

6.6 DISPUTE RESOLUTION16

6.7 PRODUCT RECALL16

6.8 PRICE ADJUSTMENTS16

6.9 CONTRACT CHANGES16

6.10 ATTACHMENTS.....16

ATTACHMENT A: PRICING FORM.....17

1.0 PURPOSE AND BACKGROUND

Longleaf Neuro-Medical Treatment Center is a specialized skilled nursing facility (SNF) certified by the Centers for Medicare and Medicaid Services (CMS) under the Omnibus Budget Reconciliation Act long term care regulations located in Wilson, North Carolina. Longleaf provides services to adults with chronic and complex medical conditions and/or behavioral conditions that coexist with neurocognitive disorders related to a diagnosis of Alzheimer’s Disease and related Dementias or neuropsychiatric disorders. These diagnosis make living arrangements within the community unrealistic due to the health and physical status of the residents requiring 24-hour supervision, daily nursing assessments and assistance with the activities of daily living.

The intent of this solicitation is to obtain pricing from qualified Vendors and award an Agency Specific Term Contract for the purpose of providing fresh bread products for the Longleaf Neuro-Medical Treatment Center located at 4761 Ward Blvd., Wilson, North Carolina. **No minimum or maximum quantities are guaranteed with this Contract.**

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

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the “Effective Date”) or **July 11, 2026**, whichever is later.

The State reserves the right to extend a contract term after the last active term under the same terms and conditions.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and Vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues or exceptions regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to

leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period.

Other than through the process of negotiations under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed to during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	January 20, 2026
Submit Written Questions	Vendor	January 23, 2026 by 5:00 PM
Provide Responses to Questions	State	January 26, 2026
Submit Bids	Vendor	February 2, 2026 @ 1:00 PM Microsoft Teams Join the meeting now Meeting ID: 271 846 818 592 12 Passcode: gD3Ay7fj Dial in by phone +1 984-204-1487,,103693523# United States, Raleigh Find a local number Phone conference ID: 103 693 523#
Contract Award	State	

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter “IFB # 3D-26033 – Questions” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bid(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time responses are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING
- d) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable.

- i) Completed and signed version of ATTACHMENT I: STATE CERTIFICATIONS
- j) Completed and signed version of ATTACHMENT J: NC OFFICE OF STATE CONTROLLER SUBSTITUTE W-9 FORM

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. Each bid must be complete and independent of other bids offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **DHHS:** The Department of Health and Human Services.
- c) **DSOHF:** Division of State Operated Healthcare Facilities.
- d) **LNMTC:** Longleaf Neuro-Medical Treatment Center.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest.

All responsive bids will be reviewed, and award(s) will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein, such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award... Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost, and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to **the electronic Vendor Portal (eVP)**, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool with your completed IFB document. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage during the previous three (3) year period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 PRODUCT IDENTIFICATION

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The State reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the State’s best interest.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

Longleaf Neuro-Medical Treatment Center
4761 Ward Boulevard
Wilson, NC 27893

For completion by Vendor: Delivery will be made from _____ (city, state).

4.6 AUTHORIZED RESELLER

The Vendor shall be authorized by the manufacturer to distribute or resell the products and/or maintenance offered in this IFB. The Vendor shall provide a signed statement from the manufacturer confirming authorization upon request from the agency. Failure to provide this statement shall constitute sufficient grounds for rejection of Vendor’s offer, at the discretion of the State.

Vendor is the: Manufacturer Dealer Reseller Distributor

Authorized: Yes No

4.7 SAMPLES

SAMPLE

Samples are not required prior to bid opening date; however, samples may be required at a later time. If so requested, Vendor agrees to furnish samples of items offered at no expense to the State within five (5) consecutive calendar days after request is made by the State. Failure to comply with this requirement shall be a sufficient basis for rejection of the bid without further consideration.

4.8 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those

Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.9 REFERENCES

Vendors shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has supplied the same or similar model of equipment offered. The State *may* contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained *may* be considered in the evaluation of the bid.

4.10 VENDOR’S REPRESENTATIONS

If Vendor’s bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.11 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.12 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

4.13 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.14 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State.

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

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

4.15 SUSTAINIBILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost effective. The bid must describe how environmental requirements which relate to clear labeling of the environmental/sustainability attributes (e.g. environmental certifications, total and post-consumer recycled content, etc.) of products in the proposed product catalogs, demonstrating the ability to run usage reports that include information about each product’s environmental/sustainability attributes, packaging and recycling of spent products.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

All bakery products shall meet the standard of quality and sanitation of the Department of Health and Human Services, the North Carolina Department of Agriculture and the Federal, State, and Local regulatory agencies as related to packaging and containers. In no case shall they be allowed to be below the minimum standards sold commercially. This solicitation is for bread varieties, rolls, buns, and specialty products. All items must be fresh upon delivery with bread having a minimum of one-week shelf life. Vendors much complete all information requested or response will be subject to rejection.

The specific items and any specifications that the Procurement Entity is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications.

VENDOR’S RESPONSE

Item #	Specifications	Product/Service Offered Meets Specification
1	White Bread, Loaf, 20-24 slices per package (22 usable slices), pre-sliced, wrapped in standard commercial wrapper, sealed; stamped with date of production or color-coated tie. Sara Lee Classic White Bread UPC: 7294560133	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	100% Whole Wheat Bread, 20-24 slices per package (22 usable slices), pre-sliced, wrapped in standard commercial wrapper, sealed; stamped with date of production or color-coated tie. Sara Lee Classic 100% Whole Wheat Bread UPC: 7294560134	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Hamburger Buns, white, 12 each per package, pre-sliced, wrapped in standard commercial wrapper, sealed. Ball Park UPC: 5040073954	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Hotdog Buns, white, 12 each per package, pre-sliced, wrapped in standard commercial wrapper, sealed. Ball Park UPC: 5040073955	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Dinner Rolls, white, ready to serve, individually portioned so a single roll equals a single serving, wrapped in standard commercial wrapper, sealed. Sara Lee Hawaiian Dinner Roll, 12 count UPC: 7294561221	<input type="checkbox"/> YES <input type="checkbox"/> NO

5.2 REQUIREMENTS

1. Calls for service shall be returned within 24 hours.
2. Successful Vendor and the designated LNMTC Nutritional Services representative shall set a par level for each product.
3. LNMTC Nutritional Services representative may adjust the set par levels via a written communication with the Vendor. Par level adjustments may be temporary or permanent in order to meet facility needs.
4. A **minimum** of two (2) weekly deliveries are required. **NOTE:** Deliveries will not be accepted on Wednesday.
5. Delivery days shall be agreed to by both the Vendor and the receiving facility.
6. Deliveries shall be made between the hours of 6:00 AM and 11:00 AM.
7. Special arrangements shall be necessary during state holidays.
8. Delivery schedule shall not change for any reason without prior written approval of the LNMTC Nutritional Services representative. An exception will be made for unforeseen delivery vehicle malfunction and/or plant malfunction in which case the Nutritional Services representative will be notified immediately, and products will be delivered within twenty-four (24) hours afterwards.

EMERGENCY DELIVERIES:

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

Vendor can meet the four (4) hour delivery window for emergency deliveries? Yes No

If no was selected, please indicate time: _____

5.3 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues to include, but not limited to, invoicing errors, questions or concerns regarding product complaints and service requests.

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

6.2 POST AWARD BUSINESS REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 ACCEPTANCE OF WORK

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

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

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

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

6.5 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed line-item information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

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

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

ALL INVOICES ARE TO BE SUBMITTED ELECTRONICALLY TO: lnmtc_accountspayable@dhhs.nc.gov

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

6.8 PRICE ADJUSTMENTS

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

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.9 CONTRACT CHANGES

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

6.10 ATTACHMENTS

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

The remainder of this page is intentionally left blank

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER: Fresh Bread Products. **No minimum or maximum quantities are guaranteed.**

CONTRACT YEAR 1: July 11, 2026 – July 10, 2027					
Item #	ESTIMATED ANNUAL QTY.	UOM	DESCRIPTION	PRICE PER UOM	EXTENDED COST (QTY x UOM)
1	4,000	Loaf	100% Whole Wheat Bread, 20-24 slices per package (22 usable slices), pre-sliced, wrapped in standard commercial wrapper, sealed; stamped with date of production or color-coated tie. Sara Lee Classic 100% Whole Wheat Bread UPC: 7294560134	\$ _____	\$ _____
2	1,500	Loaf	White Bread, Loaf, 20-24 slices per package (22 usable slices), pre-sliced, wrapped in standard commercial wrapper, sealed; stamped with date of production or color-coated tie. Sara Lee Classic White Bread UPC: 7294560133	\$ _____	\$ _____
3	400	Package	Hamburger Buns, White, 12 each per package, pre-sliced, wrapped in standard commercial wrapper, sealed Ball Park UPC: 5040073954	\$ _____	\$ _____
4	300	Package	Hotdog Buns, White, 12 each per package, 6", pre-sliced, wrapped in standard commercial wrapper, sealed Ball Park UPC: 5040073955	\$ _____	\$ _____
5	500	Package	Dinner Rolls, White, 24 each per package, Ready to Serve, Individually portioned so a single roll equals a single serving, wrapped in standard commercial wrapper, sealed Sara Lee Hawaiian Dinner Roll, 12 count UPC: 7294561221	\$ _____	\$ _____
CONTRACT VALUE YEAR ONE:					\$ _____

CONTRACT YEAR 2: July 11, 2027 – July 10, 2028					
Item #	ESTIMATED ANNUAL QTY.	UOM	DESCRIPTION	PRICE PER UOM	EXTENDED COST (QTY x UOM)
1	4,000	Loaf	100% Whole Wheat Bread, 20-24 slices per package (22 usable slices), pre-sliced, wrapped in standard commercial wrapper, sealed; stamped with date of production or color-coated tie. Sara Lee Classic 100% Whole Wheat Bread UPC: 7294560134	\$ _____	\$ _____
2	1,500	Loaf	White Bread, Loaf, 20-24 slices per package (22 usable slices), pre-sliced, wrapped in standard commercial wrapper, sealed; stamped with date of production or color-coated tie. Sara Lee Classic White Bread UPC: 7294560133	\$ _____	\$ _____
3	400	Package	Hamburger Buns, White, 12 each per package, pre-sliced, wrapped in standard commercial wrapper, sealed Ball Park UPC: 5040073954	\$ _____	\$ _____
4	300	Package	Hotdog Buns, White, 12 each per package, 6", pre-sliced, wrapped in standard commercial wrapper, sealed Ball Park UPC: 5040073955	\$ _____	\$ _____
5	500	Package	Dinner Rolls, White, 24 each per package, Ready to Serve, Individually portioned so a single roll equals a single serving, wrapped in standard commercial wrapper, sealed Sara Lee Hawaiian Dinner Roll, 12 count UPC: 7294561221	\$ _____	\$ _____
CONTRACT VALUE YEAR TWO:					\$ _____

CONTRACT YEAR 3: July 11, 2028 – July 10, 2029					
Item #	ESTIMATED ANNUAL QTY.	UOM	DESCRIPTION	PRICE PER UOM	EXTENDED COST (QTY x UOM)
1	4,000	Loaf	100% Whole Wheat Bread, 20-24 slices per package (22 usable slices), pre-sliced, wrapped in standard commercial wrapper, sealed; stamped with date of production or color-coated tie. Sara Lee Classic 100% Whole Wheat Bread UPC: 7294560134	\$ _____	\$ _____
2	1,500	Loaf	White Bread, Loaf, 20-24 slices per package (22 usable slices), pre-sliced, wrapped in standard commercial wrapper, sealed; stamped with date of production or color-coated tie. Sara Lee Classic White Bread UPC: 7294560133	\$ _____	\$ _____
3	400	Package	Hamburger Buns, White, 12 each per package, pre-sliced, wrapped in standard commercial wrapper, sealed Ball Park UPC: 5040073954	\$ _____	\$ _____
4	300	Package	Hotdog Buns, White, 12 each per package, 6", pre-sliced, wrapped in standard commercial wrapper, sealed Ball Park UPC: 5040073955	\$ _____	\$ _____
5	500	Package	Dinner Rolls, White, 24 each per package, Ready to Serve, Individually portioned so a single roll equals a single serving, wrapped in standard commercial wrapper, sealed Sara Lee Hawaiian Dinner Roll, 12 count UPC: 7294561221	\$ _____	\$ _____
CONTRACT VALUE YEAR THREE:					\$ _____
THREE (3)-YEAR TOTAL CONTRACT VALUE (Years 1-3):					\$ _____