



College Prep Public Schools

**KIPP Public Schools ENC** Board of Education  
School Nutrition Program

**INVITATION FOR BID**  
**Food products, non-food supplies, milk and**  
**chemicals/cleaners**

Issued on **July 17<sup>th</sup>, 2017**

Final Date for Written Questions: **August 7<sup>th</sup>, 2017**

Bid Due Date: **August 17<sup>th</sup>, 2017**

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- (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).

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## DEFINITIONS

**Addendum** - A change, addition, alteration, correction or revision to a bid or contract document.

**Bidder** - A firm, individual, or corporation submitting a bid in response to this IFB.

**Bid Unit** - The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

**Contractor** - The provider of the goods and/ or services under the Contract.

**Contract Documents** - Consist of the Agreement between the Board/SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

**Damaged Item**- Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

**Dry Food Product**- A dry product that does NOT require freezing or refrigeration.

**Invitation for Bid (IFB)** - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

**NSLP** - National School Lunch Program

**Pack size** - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.

**Purchase Unit** - The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

**Solicitation** - A document used by the Board/SNP to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

**SBP** - School Breakfast Program

## SECTION 1 INVITATION FOR BID

The **KIPP ENC Public Schools** Board of Education, School Nutrition Program (Board/SNP) is requesting sealed bids for **Food products, non-food supplies, milk and chemicals/cleaners.** Bids are due by **August 17<sup>th</sup> at 5pm.**

Bids shall be mailed or delivered to the **KIPP ENC Public Schools** Board of Education, School Nutrition Program, **515 Becker Dr., Roanoke Rapids, NC 27870.** Bids must be enclosed in a sealed envelope and marked "IFB for **Food products, non-food supplies, milk and chemicals/cleaners.**

Questions regarding this Invitation for Bid shall be directed to **Cordell McGary, (252) 308-2960,** [cmcgary@kippenc.org.](mailto:cmcgary@kippenc.org)

### **I. INTENT**

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver **Food products, non-food supplies, milk, chemicals/cleaners and kitchen supplies** to the **KIPP ENC Public Schools** Board of Education, School Nutrition Program through sealed bids.
- b) The Board/SNP is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached food list (**Attachment B**). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
- c) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

### **II. CONTRACT TIME PERIOD**

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on **August 21<sup>st</sup>, 2017,** and terminate on **August 20<sup>th</sup>, 2018.**
- b) **Extension Option** -The contract may be extended up to three (3) months at the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three months.
- c) **Renewal Option** - This contract may be renewed annually by mutual written agreement of the SFA and the vendor, for up to four additional one (1) year periods, subject to the following limitations:

- Each renewal shall be awarded by resolution of the SFA upon a finding that the services are being performed in an effective and efficient manner;
- The contract shall not be renewed or extended so that it runs for more than a total of five consecutive years;
- Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or renewal, and shall not exceed the change in the Consumer Price Index (CPI) for Food Rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and
- The terms and conditions of the contract shall remain substantially the same.

### **BID SUBMISSION PROCEDURES**

*The Board/SNP is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Board/SNP.*

- a) Bids must be enclosed in a sealed envelope. The outside of the envelope shall be clearly marked, **“IFB for Food products, non-food supplies, milk and chemicals/cleaners.”**
- b) Bids must be received by the Board/SNP no later than **August 17<sup>th</sup>, 2017 at 5pm.**
- c) Late bids shall not be accepted. The Board/SNP shall not be responsible for late receipt of bids. Bids must be mailed or delivered to the Board/SNP. Emailed and faxed bids are not acceptable and will not be considered. Bids must be mailed or delivered to:
 

KIPP ENC Public Schools  
School Nutrition Department  
515 Becker Dr.  
Roanoke Rapids, NC 27870
- d) If the Bidder submits bid documents with informalities, errors, or omissions such as, but not limited to, non-conforming bid security, non-conforming non-collusion affidavit or samples, or fails to properly execute and seal the said documents the Bidder, in the Board/SNP’s sole discretion, may be given 72 hours from the time of the bid opening in which to provide such information to the Board/SNP.
- e) The Board/SNP has the right to waive any and all informalities.

**III. BID OPENING DATE/TIME/PLACE**

Issue Date	<b><u>July 17<sup>th</sup>, 2017</u></b>
Final Date for written questions	<b><u>August 7<sup>th</sup>, 2017</u></b>
Deadline for submitting bids	<b><u>August 17<sup>th</sup>, 2017, 5:00 PM</u></b>
Date, Time & Location of Bid Opening	<b><u>August 18<sup>th</sup>, 2017, 10:00am, KIPP Halifax, 515 Becker Dr.</u></b>

**IV. AWARD DETERMINATION STATEMENT**

a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.

b) The award of this IFB is contingent upon available budget funds and approval of the **KIPP ENC Public Schools** Board of Education.

c) The Board/SNP will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB, **within approximately thirty (30) of the opening of the bids.** Submitted bid pricing shall remain valid during this **thirty-day** period. The Board/SNP reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.

d) An official letter of acceptance will be forwarded by the Board/SNP to the successful Bidder after bid selection and prior to contract award.

e) Upon acceptance and award of a vendor's bid, the contract between the Bidder and the Board/SNP shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the Board/SNP and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

**V. SYSTEM CONTACT INFORMATION**

a) This Invitation for Bid (IFB) is issued by **KIPP ENC Public Schools** Board of Education, School Nutrition Program. All inquiries, clarifications, or interpretations regarding this IFB should be directed in writing to:

**KIPP ENC Public Schools** Board of Education  
School Nutrition Program  
515 Becker Dr.  
Roanoke Rapids, NC 27870

- b) Responses to inquiries that affect the content of this IFB will be provided in writing to all recipients of the IFB. It is the responsibility of each Bidder to inquire about any aspect of the IFB that is not fully understood or is believed to be susceptible to more than one interpretation. The Board/SNP will accept only written inquiries regarding this IFB until **August 7<sup>th</sup>, 2017**, in order for a reply to reach all Bidders before the bid closes and to give bidders ample time to respond to any Addenda. Any information given to a prospective Bidder concerning an IFB will be furnished to all prospective Bidders as an Addendum to the IFB if such information is necessary or if the lack of such information would be prejudicial to uninformed Bidders.

**VI. VENDOR CONTACT INFORMATION**

Vendor Company Name	
Street Address	
City, State, Zip	
Contact Person	
Telephone	
Email address	

## SECTION 2 STANDARD TERMS AND CONDITIONS

*This contract between the **KIPP ENC Public Schools** Board of Education and the Vendor shall be governed in accordance with the laws of the State of North Carolina and all applicable Federal regulations.*

**I. LOBBYING CERTIFICATE** (for bids over \$90k)

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$90,000 and over.

**II. DEBARMENT AND SUSPENSION VERIFICATION** (for bids over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of North Carolina or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

**III. BUY AMERICAN STATEMENT**

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

**IV. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

a) **Termination** -The **KIPP ENC Public Schools** Board of Education reserves the right, at any time and



for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

b) In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

**V. HUB STATEMENT (7CFR3016.36(e))**

It is the intent of the **KIPP ENC Public Schools** Board of Education to provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

**VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT (for bids over \$10k)**

The offeror 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.

**VII. ENERGY POLICY AND CONSERVATION ACT STATEMENT**

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

**VIII. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

**~~IX.~~ CIVIL RIGHTS**

The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act

of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

**X. RECORD RETENTION AND ACCESS CLAUSE**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the **KIPP ENC Public Schools** Board of Education, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of North Carolina or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the **KIPP ENC Public Schools** Board of Education reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

**XI. BID PROTEST PROCEDURES**

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page 6 of this document. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

The **KIPP ENC Public Schools** Board of Education shall in all instances disclose information regarding protests to State Agency.

**XII. NON-COLLUSION STATEMENT**

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the Bidder. I further certify

that the provisions of the official code of North Carolina have not and will not be violated in any respect."

**XIII. CODE OF CONDUCT**

Per regulation 7CFR3016.36(3) KIPP ENC Public Schools employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

**XIV. DUTY TO EXAMINE**

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

**XV. EXCEPTIONS TO TERMS AND CONDITIONS**

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

The offeror shall abide by all applicable State and Federal laws and policies of the NC State Board of Education when providing services under this Contract.

## SECTION 3 SPECIAL TERMS AND CONDITIONS

### I. HACCP REQUIREMENTS

The Board/SNP expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the Board/SNP may require documentation verifying that a written HACCP plan is followed.

### II. PROPRIETARY INFORMATION: (Particularly applicable to purchase systems that require a vendor to include the cost paid for a product and where promotional allowances are offered)

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released and the school district shall not be held liable.

### III. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE

a) Bidders are required to list packer, manufacturer, manufacturer's code (item number) brand, where indicated on bid documents.

b) When bidding house labels, Bidder is required to indicate packer name, packer location and product number.

c) Grade must be listed for all food products.

d) Upon request, the vendor shall submit CN labels; nutritional analysis sheets; ingredient lists; prep/cooking instructions; and reports indicating meat/meat alternates; breads; fruits; and vegetables to document compliance with specifications. All food items shall be properly labeled.

### IV. FOOD RELATED TERMS AND CONDITIONS

**Inspection and testing:** The contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the contractor's facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract.

**Net container quantity:** The minimum net quantity of all products in cans and jars shall be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

**Product protection guarantees:** School districts have “automatic” product protection recourse against suppliers for product safety. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

**Quantities:** The quantities indicated on the product list are based on previous year’s purchases and are accurate to the best of our ability. However, Offerors must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

**Service Level:** The contractor shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the school district agrees that the product will be reordered.

**Brand identification:** This is a qualified product specification. Bidders must bid on the specific name brand items requested. Deviations from this requirement will not be considered. When “Distributors Choice” is used in the approved brand column the distributor may offer a price on any brand. The brand on which the price is offered must be stated in the bid documents and cannot be changed during the effective period without the permission of the school district. When “Private Label” is used in the approved brand column the appropriate quality level of the private label included in the Corporate/Cooperative labeling chart in this document shall be bid. The vendor only needs to circle the word private label and the school district can be assured that the brand bid is the same as the chart.

**Standards of identity:** All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the contractor in violation of the contract with the school district as well as Federal law.

**Unit price prevails:** Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

**Units of purchase:** Whenever wholesale units of purchase are standardized, i.e., 6/#10, the bid unit is specified as case, box, etc. If case, bag or box is the bid unit, then the description will specify the exact pack. When a potential contractor wishes to quote a pack size which is different from the unit specified in the product description, a different size may be quoted, but the total quantity must be adjusted.

The potential contractor shall always mark out the pack specified and insert the pack being bid. The adjustment shall be made in the total quantity. A change in the bid unit or cost per unit is not

acceptable. On items where the bid unit is specified in other terms, a space will be provided for potential contractor to enter the pack of the item being quoted. The potential contractor must complete this space when provided. If the pack size is followed by the word "only" the potential contractor must bid on the pack specified.

**Drained weights:** Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act. The individual products shall conform to drained weights as prescribed in the individual specifications of each product in 21CFR. Except for whole tomatoes drained weight is not a factor in USDA grades.

**Substitutions:** If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

#### **V. METHOD OF PAYMENT and PRICING INFORMATION**

a) **Prices** - All prices shall remain fixed throughout the term of the contract, and bids containing escalation, discount, or other price adjustment provisions will be rejected.

b) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.

d) Prices will not include Federal Excise Tax or State Sales Tax.

e) The Board/SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

f) Invoicing

i) Invoices, at minimum, shall consist of the following information:

1. Delivery location
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

ii) Monthly statements will be broken down by school invoice and mailed to:

Cordell McGary  
515 Becker Dr.  
Roanoke Rapids, NC 27870

**VI. METHOD OF SHIPMENT/DELIVERY**

a) **Orders and deliveries** - There will be two (2) delivery locations: ***KIPP Halifax & KIPP Gaston***. Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays. No partial deliveries will be accepted.

b) All orders are to be delivered on days as indicated on Attachment B.

c) All deliveries are to be F.O.B Destination to addresses as indicated on Attachment B.

**d) The total minimum order to be delivered to each school is the number of cases needed. NOTE – this should be agreed upon by both parties.**

e) In an emergency situation in which the Board/SNP requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the Board/SNP has the option to purchase those goods from another source with no penalty to either party.

f) Delivery schedules that fall on a holiday will be made the following business day.

g) Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

**VII. EVALUATION FACTORS**

a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the Board/SNP's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Board/SNP's opinion, the best overall solution to meet the Board/SNP's specifications.

b) The Board/SNP reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Board/SNP.

**VIII. ADDITIONAL BID INSTRUCTIONS**

a) **Bid modifications** - Bids cannot be modified after receipt of bids. Care should be taken to ensure that

information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.

**b) Bid withdrawal** - Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

**c) Addenda** -If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the bid opening. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of bid opening. Should a question arise which requires clarification during this time period the date and time of bid opening will be delayed to allow issuing an addendum.

**d) Bid examination -**

- i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
- ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

**e) Rejection or Disqualification of bids -**

- i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- ii) The Board/SNP reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Board/SNP's issuance of a written notice of such irregularities.
- iii) The Board/SNP reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- iv) Issuance of this IFB in no way constitutes a commitment by the Board/SNP to award a



contract. The Board/SNP reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the Board/SNP.

v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Bidder and their bid may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.

vi) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

**f) Evidence of Financial Capabilities (not required - best practice)** - After the bid opening, Bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the Board/SNP. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

**g) Offer Acceptance Period** - Bid proposals are an irrevocable offer for 60 days after the bid opening time and date.

## **IX. ORDERING INFORMATION**

a) **Credit** - A credit or replacement will be issued for damaged or unacceptable food. All such transactions are to be worked out with each designee. Replacement of damaged or unacceptable food will be made no later than the next delivery date.

b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.

c) **Emergency orders** - In an emergency situation in which the Board/SNP requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the Board/SNP has the option to purchase those supplies from another source with no penalty to either party.

d) **Estimated Quantities** - The quantity is identified as "estimated" and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the Board/SNP be responsible for ordering/paying for the resulting difference.

**X. AMENDMENTS AND MODIFICATIONS OF CONTRACT**

The contract between the Board/SNP and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

**XI. ASSIGNMENT**

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the Board/SNP, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the Board/SNP.

**XII. INDEMNIFICATION**

The vendor shall act as an independent Contractor and not as an employee of the Board/SNP. Vendor agrees to indemnify and hold harmless the Board/SNP, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of vendor, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this IFB.

**XIII. TIME OF PERFORMANCE**

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on **August 21<sup>st</sup>, 2017**.

b) The Contractor must comply with the time of performance.

**XIV. FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the school district.

**XV. EVIDENCE OF INSURANCE (Best Practice)**

a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:

Coverage	Limits of Liability
Workmen’s Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Board/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the **KIPP ENC** County Board of Education, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the Board/SNP. Such certificate shall be issued to: **KIPP ENC Public Schools** Board of Education, School Nutrition Dept, **515 Becker Dr., Roanoke Rapids, NC 27870**.

c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

**XVI. EXCEPTIONS (Best Practice)**

A Bid submitted in response to this IFB constitutes a binding offer to comply with all terms, conditions, special conditions, general specifications, and requirements stated in this IFB, except to the extent that a Bidder takes exception to such provisions. To take exception to a provision of this IFB, the Bidder must clearly identify in the BID EXCEPTION FORM: (a) the number and title of each section of this IFB that the Bidder takes exception to; (b) the specific sentence within such section that the Bidder takes exception to; and (c) any alternate provision proposed by the Bidder.

**XVII. WARRANTY (Best Practice)**

Successful Bidder shall fully warrant all PRODUCTS furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the Board/SNP's operations.

**XVIII. Gifts and gratuities:** Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

- XIX. **Severability:** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.
- XX. **Waiver and rejection rights:** Notwithstanding any other provisions of the solicitation, the school district reserves the right to :
- \_ Waive any immaterial defect or informality;
  - \_ Reject any and all offers or portions thereof; or
  - \_ Cancel a solicitation.
- XXI. **Release from contract:** In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.

## ATTACHMENT A

### CONTRACT SIGNATURE PAGE

This agreement is dated as of \_\_\_\_\_ by and between the **KIPP Public Schools ENC** Board of Education, School Nutrition Dept., (hereinafter called Board/SNP) and \_\_\_\_\_ hereinafter called CONTRACTOR.

Board/SNP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

#### **ARTICLE 1. PRODUCTS**

CONTRACTOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver **food products, non-food supplies, milk, chemicals/cleaners and kitchen supplies** to the Board/SNP's schools.

#### **ARTICLE 2. CONTRACT TIME**

The food deliveries shall be in accordance with this Agreement, and are to be completed as specified in IFB.

#### **ARTICLE 3. CONTRACT PRICE**

Board/SNP shall pay CONTRACTOR for delivery of **food products, non-food supplies, milk, chemicals/cleaners and kitchen supplies** in accordance with CONTRACTOR'S bid, which is attached hereto. **Board/SNP shall pay CONTRACTOR net 30 days from date of delivery unless other terms of payment are agreed upon.**

#### **ARTICLE 4. INVOICE PROCEDURES**

Invoices for payment with appropriate supporting documents shall be sent to the following address:

KIPP Public Schools ENC  
515 Becker Dr.  
Attn: Cordell McGary, School Nutrition Director

#### **ARTICLE 5. CONTRACTOR'S REPRESENTATIONS**

In order to induce Board/SNP to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.

5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the products.

**ARTICLE 6. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between Board/SNP and CONTRACTOR concerning the work, consist of the following:

- Invitation to Bid
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A- Contract Signature Page
- Attachment B- Food Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure
- Addenda (as needed)

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, Board/SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to Board/SNP and CONTRACTOR.

This Agreement will be effective **August 21<sup>st</sup>, 2017.**

**KIPP Public Schools ENC** Board of Education

\_\_\_\_\_ Signature of Board member or designee

\_\_\_\_\_ Name of Board member or designee

\_\_\_\_\_ Date

\_\_\_\_\_ Vendor Company Name

\_\_\_\_\_ Signature of Company Representative

\_\_\_\_\_ Name of Company Representative

\_\_\_\_\_ Date

**ATTACHMENT B  
Food Specifications**

The following food specifications aren't inclusive of all items that will be necessary to purchase; however, it does reflect frequently purchased materials. All orders are to be delivered on Mondays & Thursdays, and all deliveries are to be F.O.B Destination to the following addresses (according to which unit placed the order):

<b><u>FROZEN FOODS/RAW MEAT</u></b>					
<b><u>PACK</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED USAGE</u></b>	<b><u>YOUR CASE/ PACK SIZE</u></b>	<b><u>CASE PRICE</u></b>	<b><u>EXTENDED PRICE</u></b>
20 LB	BEAN, GRN CUT 4 SIEV FCY IQF	20			
20 LB	BEAN, LIMA BABY FZN	60			
4/5 LB	BEEF, GRND 80/20 FINE RAW FZN	175			
50/3.2 OZ	BEEF, PTY GRND 80/20 5:1 RAW	600			
120/2 OZ	BISCUIT, WHL GRAIN 2 Z UNSL	15			
50 EA	BOX, PIZA 8 CRBRD CRRG RED	25			
20 LB	BROCCOLI, CUT GRD A IMP IQF	125			
36/4.25oz	BURGERS, BLACK BEAN, IQF	200			
20 LB	CARROT, COIN CUT MED 6/16 FCY	175			
14/3.3- 3.5#A	CHICKEN, 8 PC 14 HD 3.25-3.5	75			
10 LB	CHICKEN, NUGT TNDLN SHPD 1.1 Z	175			
2/5 LB	CHICKEN, PTY 1.5 Z BRDD WGR	125			
4/5 LB	CHICKEN, PTY 3.37 Z BRDD WHLE	25			
240/.67 OZ	CORN DOG, TRKY MINI .67 Z CN	125			

20 LB	CORN, KRNL YLW FCY FZN	200			
4/18/3 OZ	EGG ROLL, PORK & Veg 3 Z TFF	20			
60/4.4 OZ	EGG ROLL, PORK & VEG 4.4 Z CKD	175			
5/2 LB	FRENCH TOAST, STICK FZN	15			
2/5 LB	HOT DOG, TRKY 8:1 6.5 STEMR	400			
70/4 OZ	JUICE, APPL 100% CTN FZN	450			
70/6 OZ	JUICE, APPL 100% CTN FZN	200			
70/4 OZ	JUICE, GRAPE 100% CTN FZN	600			
70/6 OZ	JUICE, GRAPE 100% CTN FZN	800			
70/4 OZ	JUICE, ORNG 100% CTN FZN	500			
70/6 OZ	JUICE, ORNG 100% CTN FZN	300			
320/.5 oz	MEATBALL, BF SOY PRTN CKD CN	30			
20 LB	PEA, GRN FCY IMP & DMSTC IQF	350			
96/4.6 OZ	PIZZA, CHS WHL GRAIN	200			
8/16/3.31 OZ	PIZZA, SSG TRKY 3.31Z BRKFST	25			
4/5 LB	PORK, BBQ CHPD IN VNGR SCE CKD	50			
6/5 LB	POTATO, FF 3/8 SC BTRD SESD	20			
6/2.5 LB	POTATO, FF SWT CC WDG BTRD FZN	350			
6/5 LB	POTATO, FF WDG 8 CUT SKON FCY	50			
6/2.5 LB	POTATO, SWT TATER NEG TFF	150			
6/#10 CN	POTATO, YAM CUT CND SWT	600			
88/1 OZ	PRETZEL, TWIST TINY CLSC	100			
96/4.5 OZ	QUESADILLA, WHL GRAIN CHIX &	100			



6/32/.75 OZ	ROLL, WHEAT UNSL BKD FZN BRD	5			
12 LB	SAUSAGE, PORK PTY WIDE 2 Z	200			
56/2.85 OZ	SAUSAGE, TRKY LNK PNCK WRPD	40			
12/3 LB	SPINACH, CHPD GRD A DMSTC FZN	30			
20 LB	VEGETABLE BLEND, CPRI FZN	350			

<b><u>DRY/CANNED GOODS</u></b>					
<b><u>PACK</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED USAGE</u></b>	<b><u>YOUR CASE/ PACK SIZE</u></b>	<b><u>CASE PRICE</u></b>	<b><u>EXTENDED PRICE</u></b>
6/#10 CAN	APPLE, SLCD IN WATER CND	50			
6/4LB	BAKING SODA	10			
12/1 LB	BASE, BF FLVR FRNLR SHLF STABLE	25			
12/1 LB	BASE, CHIX FLVR GRNLR CNDSD	30			
6/1 LB	BASE, HAM STYL FLVR NO MSG REF	15			
6/#10 CAN	BEAN, BLACK	50			
6/#10 CN	BEAN, PINTO FCY IN SCE CND	50			
6/#10 CN	BEAN, VGTRN EX FCY IN SCE CND	200			
6/#10 CN	BEAN, VGTRN TMTO SCE CND	10			
96/1 OZ	CEREAL, CHEERIO HONY NUT WHLGR	80			
96/.68 OZ	CEREAL, CHEERIO WHL GRAIN SS	80			
96/1OZ	CEREAL, CIN TOAST WHL GRAIN	80			

96/10Z	CEREAL, GLDN GHM WHL GRAIN SS	80			
96/.63	CEREAL, KIX WHL GRAIN SS BOWL	80			
60/.875 OZ	CHIP, PTATO REG CRSPS BKD	15			
60/1 OZ	CRACKER, CHEDR GFSH SHPD SS	875			
60/1.5 OZ	CRACKER, CHS SQ REDUC FAT SS	900			
72/1 OZ	CRACKER, GHM CIN STICK SS BAG	125			
200/2 EA	CRACKER, GHM HONY REC IW	30			
200/12 GR	DRESSING, FRNCH RED FT/FR SS	20			
4/1 GA	DRESSING, ITLN SEPRT TFF PLST	20			
200/12 GR	DRESSING, RANCH FT/FR SS POUCH	200			
100/1.5 OZ	DRESSING, RANCH SS CUP SHLF	10			
6/#10 CN	FRUIT SALAD, IN JCE CND	15			
6/#10 CN	GREEN, TRNP CHPD CND	175			
6/3 LB	HONEY, CLVR PLST JUG SHLF	2			
200/10 GR	JELLY, ASST #10 SS CUP	175			
1000/9GR	KETCHUP, TMTO FCY 33% SS FOIL	300			
6/#10 CAN	KETCHUP, TMTO FCY 33% CAN SHLF	20			
200/12 GR	MAYONNAISE, RC SS POUCH	500			
18/3.2 OZ	MIX, DRSG RANCH BTRMLK	50			
8/14 OZ	MIX, GRVY BRN	50			
16/16 OZ	MIX, SCE CHS AMER ADD WATER	15			
4/1 GA	MOLASSES, UNSULPHURED PLST JUG	75			
500/5.5 GR	MUSTARD, YLW SS POUCH	5			
6/1 GA	OIL, OLIV PURE IMP ITALY SALAD	20			

6/17 OZ	OIL, PAN COTG SOYBN WATER	15			
15 LB	ONION, DRIED CHPD	400			
6/#10 CN	ORANGE, MDN BRKN SGMT 1N LS	10			
1/10lb	PASTA, LASAGNA NOODLES, WHOLE GRAIN	50			
2/10 LB	PASTA, ROTNI SHLF STABL SM	15			
2/5 LB	PASTA, SPAG 10 WHL WHEAT SHLF	65			
6/#10 CN	PEACH, DCD IN LS CND	60			
6/#10 CN	PEAR, DCD NW IN JCE CND	15			
6/#10 CN	PEAR, SLCD IN LS CND CHO	350			
6/#10 CN	PINEAPPLE, TIDBIT IN JCE CND	200			
6/5.75 LB	POTATO, MSHD GRNUL DHY LOW SDM	125			
24/26 OZ	SALT, TABLE 10DZ CNSTR	400			
200/12 GR	SAUCE, BBQ SS POUCH	40			
500/11 GR	SAUCE, DUCK SS POUCH	50			
6/#10 CN	SAUCE, MNARA TMTO CAN SHLF	25			
6/#10 CN	SAUCE, SPAG TMTO CAN SHLF	175			
96/1.42 OZ	SNACK BAR, CRL CIN TOAST CRC	10			
4/20/1.3 OZ	SNACK BAR, RICE CRSPY IW KRSPS	150			
16 OZ	SPICE, GRCL PWDR PLST JAR	15			
16 OZ	SPICE, MUST GRND PLST JAR SHLF	80			
25LB	SUGAR, WHITE PURE CAN, GRANULATED	10			
100/1 OZ	SYRUP, PNCK MAPL FLVRD SS CUP	20			

6/#10 CN	TOMATO, PASTE CND	20			
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	<b><u>PRODUCE</u></b>					
	<b><u>PACK</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED USAGE</u></b>	<b><u>YOUR CASE/ PACK SIZE</u></b>	<b><u>CASE PRICE</u></b>	<b><u>EXTENDED PRICE</u></b>
<b><u>FRUIT</u></b>	40 LB	APPLE RED DEL 90/88 WAX FREE	50			
	40 LB	APPLE RED USFAN 113/125 CT	50			
	40 LB	BANANA BREAKING COLOR	50			
	12 CT	BLUEBERRIES	50			
	36/40 CT	KIWI FRUIT	50			
	35 LB	LEMONS 200 CT CHOICE	20			
	1 CS/48-54 CT	LIMES	20			
	1 CS/100-125 CT	ORANGES	50			
<b><u>VEGETABLES</u></b>	20 LB	BROCOLLI CROWN	50			
	4/5LB	CARROTS, BABY	100			
	4/5LB	CARROT STICK	100			
	12 CT	CAULIFLOWER, FRESH	100			
	1 CS/24-36 CT	CELERY	100			

	1 BUSHEL	CUCUMBER	100			
	1/5LB	GARLIC, WHOLE, PEELED	50			
	6/2LB	LETTUCE ROMAINE CHOPPED	100			
	50 LB	ONION YELLOW JUMBO	20			
	25 LB	PEPPER, GREEN	50			
	25 LB	PEPPER, RED	50			
	50 LB	POTATO IDAHO 100 CT	50			
	50 LB	POTATO RED	50			
	40 LB/CS	POTATOES, SWEET WHOLE	50			
	4/5LB	SALAD MIX ROMAINE	100			
	4/5LB	SLAW MIX SHREDDED SEP COLOR	25			
	5 LB/CS	SPINACH, BABY	100			
	1 CS	SQUASH YELLOW MED CS	50			
	1 CS	SQUASH ZUCCHINI MED CS	50			
	12/1 PT	TOMATOES, GRAPE	50			
<u>HERBS</u>	.5 LB	HERBS, BASIL, FRESH	10			
	1 LB	HERBS, THYME, FRESH	25			
	1 LB	HERBS, ROSEMARY, FRESH	25			
<u>DAIRY (EXCEPT 1/2 PINT MILK)</u>	<u>PACK</u>	<u>DESCRIPTION</u>	<u>ESTIMATED USAGE</u>	<u>YOUR CASE/ PACK SIZE</u>	<u>CASE PRICE</u>	<u>EXTENDED PRICE</u>
	4/5LB	CHEESE, CHEDR MILD SHRD FCY	150			

	4/5LB	CHEESE, MOZZ SHRD FTHR LMPs	40			
	36/1 LB	BUTTER SOLDS UNSALTED AA	30			
	720/5 GRAM	BUTTER CUPS WHPD	25			
	30 DOZEN	EGGS LARGE LOOSE GRADE AA	50			
	2/20 LB	EGGS, LIQUID	100			
	900/5 GRAM	MARGARINE CUPS	25			
	2/17.5 LB	MARGARINE, LIQ TFF JUG REF	35			
	4/1 GAL	MILK SKIM	100			
	18/6 OZ	YOGURT, ASST BLNDED LIGHT SS	50			
	12/6 OZ	YOGURT, BLBRY BLNDED LIGHT SS	125			
	12/6 OZ	YOGURT, STWBY BLNDED LIGHT	325			
	12/6 OZ	YOGURT, VNL BLNDED RBST FREE	40			

<b><u>BREAD</u></b>					
<b><u>PACK</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED USAGE</u></b>	<b><u>YOUR CASE/PACK SIZE</u></b>	<b><u>CASE PRICE</u></b>	<b><u>EXTENDED PRICE</u></b>
12/6/2.5 OZ	ROLL, HOGI WHT 6 HINGE SLCD	50			
12pk	51% WHEAT WHITE HOAGIES	1000			
24pk	100% WHOLE WHEAT DINNER ROLLS	1000			
20oz	100% WHEAT BREAD	1000			

16pk	51%WHEAT WHITE HOT DOG BUNS	1000			
16pk	51% WHEAT WHITE HAMBURGER BUNS	1000			
12pk	4" HAMBURGER BUNS	1000			
12pk	HOT DOG BUNS	1000			
6pk	100% WHOLE WHEAT ENGLISH MUFFINS	1000			
6pk	100% WHOLE WHEAT BAGELS	500			

<b><u>MILK</u></b>					
<b><u>PACK</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED USAGE</u></b>	<b><u>YOUR CASE/ PACK SIZE</u></b>	<b><u>CASE PRICE</u></b>	<b><u>EXTENDED PRICE</u></b>
1/2 PINT	1% LOW FAT MILK	75000			
1/2 PINT	SKIM MILK	75000			
1/2 PINT	CHOCOLATE SKIM MILK	75000			
1/2 PINT	1% LOW FAT CHOCOLATE MILK	75000			

<b><u>CHEMICALS</u></b>					
<b><u>PACK</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED USAGE</u></b>	<b><u>YOUR CASE/ PACK SIZE</u></b>	<b><u>CASE PRICE</u></b>	<b><u>EXTENDED PRICE</u></b>
6/128 OZ	BLEACH, LDRY ELITE LIQ PLST	10			
2/2.5	ECONO-RINSE ADDITIVE	75			
1 GAL	SANIT-10-SANITIZER	150			
1 GAL	SUPER SUDS DISH SETERGENT	150			
4/CASE	SURE STEP	40			

<b><u>NON-FOOD SUPPLIES (PAPER, ETC.)</u></b>					
<b><u>PACK</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED USAGE</u></b>	<b><u>YOUR CASE/ PACK SIZE</u></b>	<b><u>CASE PRICE</u></b>	<b><u>EXTENDED PRICE</u></b>
10/100 EA	APRON, POLY ADULT WHT 28X46	15			
2/500 EA	BAG, C-OUT 6 LB PAPR WHT	10			
2000 EA	BAG, FOOD STRG 6.5X7 UTILITY	10			
8/125 EA	BOWL, FM 5 Z WHT UNLAMINATED	25			
40/25 EA	CUP, FM 8 Z WHT	75			
1 RL	FOIL, ALUM 18 X 1000 STD RL	40			
4/100 EA	GLOVE, SYNTHC LG PF WHT AMBDX	125			
1 DZ	GRABBER, PAN 8.5X11 100% COTN	10			
20/144 EA	HAIRNET, NYLON 24 DARK BRN LW	10			
1000 EA	KIT, CTLY SPORK NAP MW WHT	150			



1000 EA	KIT, CTLY KIT (FORK, KNIFE, SPOON) NAP MW WHT	150			
1000 EA	LINER, PAN FOOD 16.4X24.4	40			
1000 EA	NAPKINS	500			
20 EA	SCRUBBER, NYLON 6X9 GRN	150			
400/CS	TRAY, WHITE FOAM LUNCH, 5 COMPART	1000			
6/500 EA	WRAP, FOIL 9X10.75 INFLD POP	20			

**ATTACHMENT C  
VENDOR BID FORM**

Notice to Bidders:

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the Board/SNP on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: **KIPP Public Schools** Board of Education  
**School Nutrition Division**  
**515 Becker Dr.**  
**Roanoke Rapids, NC 27870**

This Bid is submitted on this date: \_\_\_\_\_

This Bid is valid for **thirty (30) days** from the date of the public opening of the bids.

*Communications and questions regarding this bid are to be directed to:*

Contact Name/Title: **Cordell McGary, Child Nutrition Director**  
Contact Telephone: **(252) 308-2960**  
Contact Email: **cmcgary@kipperc.org**

Receipt of Addenda:

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 \_\_\_\_\_ Date \_\_\_\_\_  
Addendum 2 \_\_\_\_\_ Date \_\_\_\_\_

Checklist for Bidder:

The following documents are attached to and made part of the Bid (check all that applies):

Lobbying Certificate

Historically Underutilized Business (HUB) Certification for Vendor to sign (available with Sample Terms and Conditions on the NC-DPI-SNS website)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Certification Form for Vendor to sign with Instructions) on School Letterhead (available with Sample Terms and Conditions on the NC-DPI-SNS website)

NC LUNSFORD ACT N.C. General Statute 14-208.18 for Vendor to sign

Iran Divestment Certification Form for Vendor to sign

Vendor Brand and Grade Labels Identification

Product Labels, Ingredient Lists, Nutrition Labels and Allergens

Vendor HACCP Summary

Vendor's Food Recall Policy/Procedures Summary

Vendor's Evidence of Insurance

Produce Vendor GAP Certification

Food Specifications

Vendor Bid Form

Contract Signature Page

**Bid Pricing:**

Unless items are specifically excluded in the Bid, the Board/SNP shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

**Lot 1 - Frozen Food/raw meat**     \$ \_\_\_\_\_

**Lot 2 - Dry/Canned goods**     \$ \_\_\_\_\_

**Lot 3 - Produce**     \$ \_\_\_\_\_

**Lot 4 - Bread**     \$ \_\_\_\_\_

**Lot 5 - Milk**     \$ \_\_\_\_\_

**Lot 6 - Chemicals**     \$ \_\_\_\_\_

**Lot 7 - Non-food supplies**     \$ \_\_\_\_\_

**Total Bid Price:**     \$ \_\_\_\_\_

**Authorized Signature of Bidder:** (This bid form must be signed by an individual with actual authority to bind the company.)

\_\_\_\_\_  
Company Type (check one):

Sole Proprietorship     Partnership     Corporation     Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this **IFB for Food products, non-food supplies, milk, chemicals/cleaners and kitchen supplies** and that this Bid response is submitted in accordance with the IFB requirements.

Company Name: \_\_\_\_\_

Federal ID#1: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature\*\*: \_\_\_\_\_

Signatory's Name: \_\_\_\_\_

Signatory's Title: \_\_\_\_\_

Witness's Signature\*\*: \_\_\_\_\_

Witness's Name: \_\_\_\_\_

Witness's Title: \_\_\_\_\_

**\*\*For Corporations:** The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a Copy of the appropriate authorization, if required, may result in rejection of the bid.

## **ATTACHMENT D**

### **VENDOR BRAND AND GRADE LABELS IDENTIFICATION**

**Vendor Only**

**Provide sample Vendor labels and identify grade definition of applicable color codes.**

## **ATTACHMENT E**

### **PRODUCT LABELS, INGREDIENT LISTS, NUTRITION LABELS & ALLERGENS**

Qualified vendors must furnish with his bid a **Product Label, Ingredient List, Nutritional Content Label and Allergens** for each item.

## **ATTACHMENT F**

### **VENDOR HACCP AND FOOD RECALL SUMMARY**

**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.**

## **ATTACHMENT G**

### **EVIDENCE OF INSURANCE**

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



## ATTACHMENT H

### NC LUNSFORD ACT N.C. General Statute 14-208.18

#### **KIPP ENC Schools**

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

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**Company Name (Print)**

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**Signature of Authorized Representative**

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**Date**

# ATTACHMENT I

## VENDOR INFORMATION FORM

Company Name: \_\_\_\_\_

Contact Person for Orders: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person for Detailed Product Information (ingredient listings and nutrient analysis):

\_\_\_\_\_

Office Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person for Billing Questions, Credits, Damaged or Incorrect Products, etc.:

\_\_\_\_\_

Office Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**ATTACHMENT J**

CONTRACT: \_\_\_\_\_

NAME OF VENDOR: \_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.59**

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As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

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

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Printed Name \_\_\_\_\_ Title \_\_\_\_\_

## ATTACHMENT K

### Produce Vendor GAP Certification

Growers providing produce to packers and Vendors serving school districts under an award of this IFB must have a verified and audited GAP program in place to make sure their produce is free of contamination. The goal of this program is to increase the number of farmers following Good Agricultural Practices (GAP)/ Good Handling Practices (GHP) and using third party audits to verify their food safety program. A list of GAP certified growers, listed by state, is available at the following website:

<http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.dotemplate=TemplateD&page=FreshFVGAPGHPStateIndex>

**Signature Indicates agreement of the produce Vendor to provide U.S. produce from GAP certified growers.**

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**Company Name (Type)**

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**Signature of Authorized Representative**

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**Print Authorized Representative Name**

---

**Date**

**ATTACHMENT L  
KIPP ENC SCHOOLS DISTRICT PROFILE**

**CN Director: Cordell McGary**

**Address: 515 Becker Dr, Roanoke Rapids, NC 27870**

**Phone: (252) 410-0277 FAX: (252) 308-9656**

**E-MAIL: cmcgary@kippenc.org**

**District Billing Address: *separate billing for each school***

- **KIPP Halifax, PO Box 517, Gaston, NC 27832**
- **KIPP Gaston, 320 Pleasant Hill Rd., Gaston, NC 27832**

**District makes payments to Vendors: \_\_\_ weekly \_\_\_ biweekly \_\_\_ monthly**

<b>School Name</b>	<b>Address</b>	<b>Average Daily Breakfast</b>	<b>Average Daily Lunch</b>	<b>Average Daily Snack</b>	<b>Average Daily Summer Program Participation</b>
KIPP Gaston	320 Pleasant Hill Rd., Gaston, NC 27832	700	1,050	700	300-500
KIPP Halifax	9986 NC Highway 903, Halifax, NC 27839	200	225	200	100-200
<b>TOTALS</b>		900	1,275	900	400-700

**ATTACHMENT M**  
**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**Historically Underutilized Business (HUB) Certification**

Companies submitting bids that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Request for Bid.

I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. **(Required documentation for recognition as a HUB).**

- Minority
- Small Business
- Woman Owned

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

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Company Name (Please Print)

---

Signature of Authorized Representative

**ATTACHMENT N**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANSf  
AND  
COOPERATIVE 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 cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative 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.

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Company Name (Please Print)

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Signature of Authorized Representative

---

Date



College Prep Public Schools

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**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**ATTACHMENT O**

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

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- (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.



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Company Name (Please Print)

---

Signature of Authorized Representative

---

Date

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**ATTACHMENT P**  
**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document 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 Non-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.