

Caldwell County Schools  
Historically Underutilized Business  
(HUB) Certification

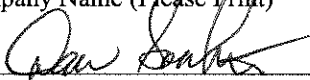
Bidding companies that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Bid Invitation.

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

M.C.I. Foods, Inc.  
Company Name (Please Print)

  
Signature of Authorized Representative

**FORM- B**  
**RETURN THIS DOCUMENT**

**U.S. DEPARTMENT OF AGRICULTURE**

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

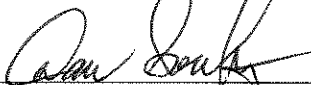
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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal 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/proposal 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 proposal.

M.C.I. FOODS, INC  
Company Name (Please Print)

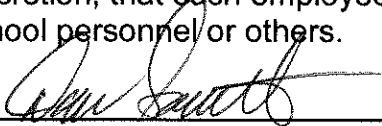
  
Signature of Authorized Representative

12-23-15  
Date

**FORM- C**  
**RETURN THIS DOCUMENT**

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



\_\_\_\_\_  
Signature of Company Official

Caldwell County Schools  
Child Nutrition Department  
1914 Hickory Blvd. SW, Lenoir, NC 28645

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

- HUB Certification—Form A
  
- Debarment Suspension Certification --Form B
  
- Lunsford Act/Criminal Background –Form C
  
- Attachments---
  - Bid Specifications with pricing
  - No Response Form if Applicable



# Caldwell County Schools

*Guy Garner, Child Nutrition Director*

1914 Hickory Blvd. SW  
Lenoir, NC 28645  
Telephone 828-728-8407  
Fax 828-728-0012

*Dr. Steve Stone, Superintendent*

## **Caldwell County Schools Child Nutrition Program 2016-2017**

The Child Nutrition programs in the Western Co-Op of North Carolina are requesting quotes for foods that contain USDA Commodities. The Western Co-op includes Buncombe, Caldwell, Haywood, Henderson, Lincoln, and Wilkes counties.

The purpose of this request is to solicit firm proposals from Vendors for Commodity Processing of USDA commodities, brown box and net off invoice products, for school year beginning July 1, 2016 through June 30, 2017.

Please fill out the attached forms in this letter and also the summary schedule data sheets for the items you are submitting. If you have data sheets already filled out then please submit. Please fill out each section in the data sheets.

For items with breadings or pizza dough, we are interested in purchasing whole grain rich products, and any white products that you may have. We will also be focusing on lower sodium items.

All companies responding with quotes must abide by all Local, State and Federal laws pertaining to USDA commodities and Laws governing product sales. They must also have approval with NCDA to operate in North Carolina processing commodities.

Please return information and quotes to my office via email, fax, or mail by February 05, 2015 at 2:00 P.M.

Caldwell County Schools  
1914 Hickory Blvd. SW  
Lenoir NC 28645  
Attn: Guy Garner  
Child Nutrition Director

Phone: 828-728-8407 ext. 125  
Email: [ggarner@caldwellschools.com](mailto:ggarner@caldwellschools.com)  
Fax: 828-728-0012

Confirmation will be sent via email when bids are received.

1. **Competitive Offer:** Pursuant to the provision of G.S. 143-54, and under penalty of perjury, the signer of any proposal submitted in response to this RFP thereby certifies that this proposal has not been arrived at collusively or otherwise in violation of either Federal or North Carolina antitrust laws.
2. **Equal Employment Opportunity:** All proposers shall comply with "Equal Employment Opportunity", as amended by Executive Order 11375, and supplemented in the Department of Labor regulations (41CFR Part 60). Individuals shall not be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.
3. **Piggyback Clause:** All North Carolina school systems that is mutual agreeable with the manufacture can use this quote.
4. **Product Recall:** If a product recall is instituted on an item that has been delivered; the successful proposer(s) will immediately notify Caldwell County Schools.
5. **Product Testing:** If there is a question raised by a proposer regarding a competitor's product meeting the specifications, or the wholesomeness of any food product(s), a test by an independent laboratory (on the product in question) may be directed by Caldwell County CNP. The proposer(s) raising the question(s) will be billed for the laboratory test should the test establish that the product meets the specifications. Should the tested product fail to meet specifications, the proposer(s) that submitted the product(s) will be billed for the laboratory test.
6. **Delivery:** All boxes/cartons must contain a Commodity Product Name and Product Number (if applicable) showing the product name and ingredients, and labeled/packaged as required by the United States Department of Agriculture (USDA). Additionally, the following terms and conditions shall also apply:
  - Cooking Instructions – Manufacturers must include cooking instructions in the packaging of the product.
  - Senate Bill 961 – The General Assembly of North Carolina enacts: SECTION 1. GS 115C-264, effective August 1, 2005, "For nutritional purposes, the public schools shall not (i) use cooking oils in their school food programs that contain trans-fatty acids or (ii) sell processed foods containing trans-fatty acids that were formed during the commercial processing of the foods." Therefore Caldwell County CNP requires that all respondents quote only on items that comply with the standard.
  - Delivery Location – All foods shall be delivered to a storage facility designated by the schools, Free on Board (F.O.B.) Destination, full freight allowed. We reserve the right to change the location where the food is to be shipped. All deliveries shall be

coordinated with the storage facility at least forty eight (48) hours prior to the food being shipped to its designated storage facility. Delivery of products arrangements must be handled between the processor and school districts.

- Diverted Products – The successful proposer(s) will receive diverted USDA commodities, process the food into end products as requested by the recipient agency from the Proposer's Price Sheets for the school year 2016-2017, and then deliver the processed commodities to the location specified. The products shall be delivered to the designated storage facility. Product not processed and delivered to the designated storage facility within the allotted (6) week period may be assessed a penalty of \$500 per day for undelivered product. At the discretion of Caldwell County liquidated damages may be assessed in the form of an adjustment to district invoices. The adjustment will be based on the number of days delivery is delayed.
- Mixed Commodities – Caldwell County may elect to have multiple end products delivered on the same truckload (if applicable). For example, a truckload of 40,000 pounds Cheese may consist of various cheese end products. The processor is to specify in each category that is quoted the maximum number of end products for one truckload.
- Notification of Late Delivery – The successful proposer(s) shall promptly notify ordering school district, within 48 hours, in writing if an item cannot be delivered within the specified delivery time. Caldwell County CNP reserves the right to purchase food from other sources without violating the rights of the successful proposer(s). The proposer(s) will also be responsible for paying any incurred cost for having to purchase food from other sources.
- Sanitation/Safety – The successful proposer(s) will warrant that all food be fresh, clean, wholesome upon delivery, and will be packaged, handled, and transported in an acceptable manner. If a food product is determined to be unacceptable Caldwell County CNP has the right to refuse the truckload. If the food has already been delivered the successful proposer will be required to pick up the unacceptable food and issue a credit or provide a replacement in 30 days.

**7. ALL PRODUCTS MUST PASS THROUGH A METAL DETECTOR BEFORE PACKING.**

- 8. Invoices:** The successful proposer(s) shall send their invoices to the individual school system that received the end product; payment terms are net thirty (30) days.
- 9. Buy American Compliance:** As a sponsor of the National School Lunch and School Breakfast Programs, the District will consider only applicable products which comply with the requirements of the "Buy American" Act.

**10. The Buy American Provision**

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

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States.

The report accompanying the legislation stipulated that "substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

**11. Assurance of Civil Rights Compliance and Employment:** The Processor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) all provisions required by the implementing regulations of Department of Agriculture, Department of Justice Enforcement Guidelines, FNS directives and guidelines to the effect that no person on the grounds of race, color, national origin, sex, age or handicap shall be excluded from participation in be denied the benefits of or otherwise be subject to discrimination under any activity carried out under this Agreement. In addition, the Processor agrees not to discriminate on the basis of race, color, national origin, sex, age or handicap among eligible RAs in the merchandising and sale of end products containing DF. This assurance is given in consideration of and for the purposes of obtaining permission to use federal property or interest in such property without consideration or at a nominal consideration. This assurance is binding on the Processor its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from FNS. The Processor shall comply with all applicable Federal, State and Local laws and regulations pertaining to wages hours and conditions of employment.

**12. Debarment:** Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants Responsibilities. The regulations were published as Part IV of the January 30, 1989. Federal Register (pages 4722-4733). By signing this agreement, the prospective lower tier participant (Processor) agrees 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.

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

**14. 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 Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition



applies to person required to register under article 27A who have committed any offense in Article 7A of Chapter 14 of any offense where the victim of the offense was under the age of 16 years at the time of the offense.

#### **15. Protest Procedure**

Protests of awards exceeding \$10,000 in value must be submitted to the Associate Superintendent of Caldwell County School System at the address below. Protests must be received at this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest. Protests should be addressed to:

Caldwell County Schools  
Attention: Dr. Jeff Church, Associate Superintendent  
1914 Hickory Blvd., Lenoir, NC 28645  
Telephone: (828) 728-8407

#### **16. Awards**

In determining the best quote, these are the things our system will be looking for:

- Best use of commodity for schools system
- Pass through system like net off invoice
- Past performance
- Cost per portion
- Taste
- Purchase Price
- Reputation of the vendor
- Quality of vendor's goods
- Students preference
- Extent to which the goods meet the needs of school system
- Nutritional guidelines
- Long term cost to the school system
- Any other relevant factors as a private business entity would consider in selecting a vendor.

The School Systems reserves the right to accept or reject any and all bids or any portion thereof and to waive any informality or technical defect in any bid.

Each school district reserves the right to select the manufacture and processing of commodities that meet their district's individual needs. Award notification will be done by signature of the summary end product data schedule. **Notification of Awards, by county, will be posted on the Caldwell County Schools website.**

Caldwell County Schools at this time does not know a total of commodities we will have available for further process or use in a pass through system. For the commodities that we can use in a pass through system such as the K-12 or similar system is preferred, but rebate system will be accepted. Our main choice will be going through a distributor.

We do realize Beef and Pork items will have to be shipped directly to our warehouse since they cannot be used in a pass through system (Non Substitutable Commodity Foods). Prices quoted for pass through (Substitutable Commodity Foods), should be your price, not including distributor mark up.

In the past year we have used the following items that we are interested in possible use of items containing USDA Commodity products:

	French Fries
	Ranch Cut Potatoes
	Potato Rounds
	Shoestring Potatoes
	Instant Potatoes
	Ketchup Can, Individual
	Marinara, Salsa, Can and Ind
	Roasted Chicken Parts
	Whole Grain and White Breaded Chicken Parts
	WG and White Chicken Patty
	WG and White Chicken Nuggets
	WG and White Chicken Tenders
	WG and Reg Chicken Filet Spicy
	WG and White Chicken Filet Breaded
	Tangerine Chicken
	WG and White Breaded Cheese Sticks
	WG and White Pizza, Cheese
	WG and White Breakfast Pizza
	WG and White Pizza, Sausage, Pep
	WG and White Stuffed Ct Pizza
	Beef Patties
	Meatloaf slices
	Meatballs
	BBQ Pork
	WG or White mac and cheese
	Turkey
	Peanut Butter
	Eggs
	Flour, Oil, Fruit, Beans
	Other WG or White / low sodium products as available

Please provide quote on forms provided. Please send your email address and we can attach the forms and return to you if needed. Also please send spec sheets or nutritional information for the products you are submitting.

Caldwell County Child Nutrition Program reserves the right to waive formalities in any proposal/quote and to accept any proposal/quote that it considers to be in the best public interest, and to reject any or all proposals/quotes. The decision of the Child Nutrition Program shall be final in all products processed.

## **STANDARD TERMS AND CONDITIONS**

### **General Conditions:**

Hold Harmless and Indemnification: During the term of this proposal the proposer shall indemnify, hold harmless, and defend the Caldwell County CNP, its agents, servants and employees from any and all cost and expenses including but not limited to, attorney's fees, reasonable investigative and discovery costs, court cost and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability or any claims or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the proposer, his agent, servants or employees, or any of his equipment when such person or equipment are on premises owned or controlled by the Board for the purpose of performing services, delivering products or goods, or otherwise transacting business, whether such claim or claims be for damages, injury to person or property, or death of any person, group organization, whether employed by the proposer or the Board or otherwise.

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quote for the materials, or supplies and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a quote to Caldwell County Schools Child Nutrition Program, the Proposer offers and agrees that if the proposal is accepted, the Proposer will convey, sell assign or transfer to Caldwell County Schools, all rights, title and interest in and to all causes of action it may now or hereafter acquired under the Anti-trust Laws of the United States and the State of NC for price fixing relating to the particular commodities or services purchased or acquired by Caldwell County Schools Child Nutrition Program. At the Board's discretion, such assignment shall be made and become effective at the time of final payment to the Proposer.

## INSTRUCTIONS FOR CERTIFICATION

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

**Caldwell County Schools**  
**No Response Form**

By my signature, I \_\_\_\_\_

Certify that on \_\_\_\_\_, 2015 (type name of company) \_\_\_\_\_

\_\_\_\_\_ has reviewed Caldwell County's solicitation for Processing and elects not to submit a Bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title of Individual

\_\_\_\_\_  
Address of Company

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number