

HAYWOOD COUNTY SCHOOLS
CHILD NUTRITION PROGRAM
5855 Crabtree Road
Clyde, NC 28721

REQUEST FOR PROPOSAL

TO:
ATTENTION:

ITEMS: Miscellaneous Beverage Products for Supplemental Sales in Section I – Part II

TYPE OF CONTRACT: Line Item

PERIOD: School Year 2010-2011 (School Calendars Enclosed). By mutual agreement Haywood County Schools and the Bidder shall have the option to renew the Contract for four (4) additional school years.

PROPOSAL OPENING: **July 6, 2010 at 11:30 a.m. EST.**

MAIL PROPOSALS TO: ALISON FRANCIS
HAYWOOD COUNTY SCHOOLS
CHILD NUTRITION PROGRAM
5855 CRABTREE ROAD
CLYDE, NC 28721

NOTE: No bid is acceptable unless returned in a sealed envelope. The envelope must be plainly marked "Miscellaneous Beverage Proposal", must be sealed, and state the time and date of the bid opening. No bids will be acceptable by facsimile.

CONDITIONS: In strict accord with Section I and II

CONTACT: If you have any questions concerning this REQUEST FOR PROPOSAL, please contact Alison Francis, Director of the Child Nutrition Program at 828-627-1150.

CONTRACT SECTION I – PART I

TO BE COMPLETED BY MISCELLANEOUS BEVERAGE BIDDER:

Date Proposal Issued: June 11, 2010

Date Submitted: _____

Company Name: _____

Mailing Address: _____

Telephone: _____

Contact Person/Title/Telephone Number for Reporting of Problems during the Bid Period:

Name of Contact Person Title Telephone #

I certify by my signature that the cost quoted in this proposal are correct and that I have the authority to obligate the company to perform under the conditions outlined in the Section II, Contract Agreements.

Under penalty of perjury the undersigned bidder certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina Antitrust laws.

Authorized Signature

Print or Type Name

Title

Telephone

Date

**HAYWOOD COUNTY SCHOOLS
CHILD NUTRITION PROGRAM**

Alison Francis, Director
5855 Crabtree Road
Clyde, NC 28721

June 11, 2010

To Whom It May Concern:

Attached is a worksheet to list miscellaneous beverage products for the school year 2010-2011. Haywood County Schools Child Nutrition Program is seeking miscellaneous beverage product proposals for the new school year that begins with school delivery sites opening July 15, 2010 for Meadowbrook Elementary, August 9, 2010 for Haywood Early College and August 19, 2010 for all other schools. All Miscellaneous beverage proposals must be received at the Haywood County Schools Child Nutrition Office by Tuesday, July 6, 2010 at 11:30 a.m. Proposals may be mailed or hand delivered as indicated below to the Haywood County Schools Child Nutrition Office. **FAX proposals will not be accepted.**

A delivery to all schools on a weekly basis is required. These deliveries must be made between 7:00 a.m. and 2:00 p.m. Two copies of a delivery ticket are to be signed by the child nutrition manager or her/his designee. Any tickets not signed by the designated child nutrition staff person will not be eligible for payment. Freshness must be guaranteed. All invoices for products received and inspected by the last working day of the month will be paid weekly.

By signing the document enclosed, the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards. Form AD-1048 (1/92) must be signed and returned with the bid document.

No proposal is acceptable unless returned in a sealed envelope. The envelope must be plainly marked "**Miscellaneous Beverage Products Proposal**", must be **sealed**, and state **time** and **date** of the opening. No bids will be acceptable by facsimile.

Proposals may be mailed as follows:

Haywood County Schools
Child Nutrition Program
Attention: Alison Francis
5855 Crabtree Road
Clyde, NC 28721

Should you have any questions, please contact me at 828-627-1150. Thank you for your interest in the Child Nutrition Program in the Haywood County Schools.

Sincerely,

Alison Francis
Child Nutrition Director

CONTRACT SECTION II

GENERAL PROPOSAL AND CONTRACT REQUIREMENTS

Sealed, written proposals will be received by Haywood County Schools system at the time and place specified on the Request for Proposal. Neither dating of proposal form nor placing in mail by this date will meet requirements. Proposal must be received on/or before date and time stated. The right is reserved to reject any and all proposals or parts thereof.

1. **CORRECTION OF MISTAKES:** All quotations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and correction inserted adjacent, with initial of person signing quotation.
2. **RETURN INSTRUCTIONS:**
 - A. The request form must be used without alterations
 - B. The completed bid proposal shall be in a sealed envelope, with the address of the school district, company name, and opening date, on the outside of the envelope, as they appear on the Request for Proposal.
 - C. Must supply nutrient analysis and ingredient list of all items included on the bid.
 - D. If storage and line units are available (tubs or racks), please include cost to rent or purchase, if any, and when they would be available for installation. Include if there are any liabilities or charges to our program for vandalism of equipment, if on loan or rented.
 - E. Liability clause in affect for schools to ensure products are safe for consumption, and equipment, if loaned, will be safe in the school environment.
3. **ADDENDUM:** No addendum will be issued five (5) working days prior to proposal opening.
4. **QUANTITIES:** It shall be understood that any contract established as a result of this Request for Proposal will not obligate the school system to receive any quantity in excess of actual requirements. The quantities shown are estimates and result from actual historic tabulation.
5. **CONTRACTOR QUALIFICATIONS:** Only qualified companies will be allowed to offer proposals. The following criteria must be meant before contractor is qualified:
 - A. **Product Line:** The potential contractor shall provide proof that all items listed are in stock or can be obtained.
 - B. **Physical Facilities:** school district officials shall have the option to inspect the potential contractor's warehouse and trucks. The warehouse and trucks shall:
 1. Be clean
 2. Be free of insects and rodents, and
 3. Be adequate for storing and delivering products, (dry, chilled, frozen) the potential contractor proposes to supply.
 - C. **Financial Capacity:** The potential contractor shall have financing adequate to purchase items in the most economical quantities.
 - D. **Service Level:** If the school district does not have adequate historical data to determine the Contractor's ability to comply with the service level requirements outlined in this Request for Proposal, three (3) letters of reference from previous school district customers shall be provided. The contractor shall fill all original orders at 100% on the scheduled delivery day
 - E. **ACCOUNTING PRACTICES:** A potential contractor must clearly demonstrate to school district officials the capability to provide accurate, reliable and timely reports, in terms of invoices, statements, credits and utilization reports. Moreover, a potential contractor must demonstrate the capability to spontaneously provide data for periodic reviews of prices by school district officials.

- F. PRE-PROPOSAL PERFORMANCE CONFERENCE: If the district has no historical records to document compliance with the requirements, three (3) letters of reference from other school districts shall be provided.
6. REVIEW AND AWARD:
- A. After the public opening of the proposals, school officials will require at least seven (7) working days for review.
 - B. The school district will award the contract the next regularly scheduled board meeting after opening.
 - C. All proposals are subject to verification of mathematical extensions. If the errors on math and specifications are within the tolerances described in this Request for Proposal, the bottom line will be adjusted, and if the proposal is still low, the proposal disclosure procedures will continue.
7. DELIVER TIME AND PLACE:
- A. Ten (10) school months, plus any summer food service programs.
 - B. The frequency of delivery shall be weekly to all sites.
 - C. Deliveries shall be made between the hours of 7:00 a.m. and 2:00 p.m. to each school when the building is open and a staff member is present or at an agreed upon time with the Child Nutrition Director. The child nutrition staff member will be required to sign all tickets so that payment for deliveries may be paid by the bookkeeper at the Central Office.
 - D. In case of inclement weather forcing cancellation of a school day, deliveries are not to be made. The local news media will have school cancellation information.
 - E. Holiday deliveries: Holiday shall be defined as any week that has less than five (5) school days. If the holiday falls on a scheduled delivery day, the delivery shall be made the next school day.
 - F. Delivery schedules shall be submitted to the Child Nutrition office for prior approval and shall remain constant from delivery to delivery.
 - G. Drivers shall place orders inside the refrigerator or other stock room per manager's request. Two copies of a delivery ticket are to be signed by the cafeteria manager or the designee, before leaving the school unit. Early morning drop-off deliveries made to the schools without a child nutrition employee present to accept the deliveries and sign the ticket will not be reimbursed.
8. TRANSMITTAL OF ORDERS: The child nutrition manager will issue orders from each school unit.
9. FISCAL FUNDING: If the affective dates of this contract extend beyond June 30 of the current fiscal year, it shall be understood that purchases in the next fiscal year are conditional on the receipt of federal and/or state funds, the school district reserves the right to change the item identifications, decrease the quantities and/or delete items.
10. PAYMENTS: All invoices for products received and inspected by the last working day of the month will be paid within 30 days of receipt.
11. TERMINATION OF CONTRACT
- A. The district may terminate the contract, if the successful contractor fails to perform at a level specified in the document. The successful contractor may terminate the contract if the school district fails to meet specified payment terms, or other conditions arise that prohibit the contractor from fulfilling contract obligations.

Each party shall follow the procedure outlined below, if a contract is to be terminated:

Step 1-Issue warning letter and outline violation(s) and length of time to correct problem.

Step 2- Issue letter of Intent to Cancel Contract, if the problem is not resolved by a given date.

Step 3- Issue letter to cancel contract.

12. STANDARD CONTRACT CONDITIONS:

- A. This contract shall be governed in all respects—as to validity, construction, capacity, performance, or otherwise—by laws of the state.
- B. Contractors providing service under this contract, herewith, assures the school district that they are conforming to the provisions of the Civil Rights Act of 1964, as amended.
- C. Contractors shall comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Labor regulations (41 CFR Part 60).
- D. State Sales and Use Tax Certificate of Exemption form will be issued upon request. Sales tax shall be included in prices where applicable.
- E. Contractor shall comply with regulations pertaining to wages, hours, and conditions of employment. In connection with contractor’s performance of work under this contract, the contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin or handicap.
- F. The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The district, its authorized agents, and/or state/federal representatives shall have full access to, and the right to, examine any said materials during this period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- G. Contractor shall comply with all applicable standards, orders, or requirement issued under Section 306 of the Clean Air Act (42 U.S.C. 1857-h), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Orders 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.
- H. By signing this document the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person-submitting proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusions or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.

U S DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion – Lower Tier Covered Transactions**

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

(Before Completing Certification, Read Instructions on Next Page)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it
Nor its –principals is presently debarred, suspended, proposed for Debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
- (2) Where the prospective lower tier participant is unable to certify to any of the statement this certification, such prospective participant shall attach an explanation to this proposal

Organizational Name

PR/Award Number or Project Name

Name(s) of Authorized Representative (s)

Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The term “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier 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 Voluntarily Exclusion-Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions.
7. A participant in a covered transaction may rely upon 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 this transaction originated may pursue available remedies, including suspension and/or debarment.

Upon receipt of properly signed, sealed proposal, said proposal becomes an offer to Haywood County Schools to furnish and deliver items upon the terms and conditions as set forth herein, and upon acceptance by the Haywood County Board of Education, becomes a binding contract on both the supplier and the school system for the period, and in accordance with the terms and conditions set forth herein.

Non-Discrimination Statement: This explains what to do if you believe you have been treated unfairly. "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

Vendor List

Coca-Cola Bottling Company
Attention: Chuck Mashburn
441 Industrial Park
Bryson City, NC 28713
Telephone: 828-557-0434

Pepsi-Cola Bottling Company
Attn: Danny Causey
200 Fanning Fields Rd.
PO Box 1207
Fletcher, NC 28732

Royal Crown Bottling Company
Attention: Harrison Krouse
7 National Avenue
Fletcher, NC 28732
Telephone: 828-687-2904

US FoodService
Attention: Judy Jaro
125 Fort Mill Parkway
Fort Mill, SC 29715
Telephone: 800-624-5244

Skyland Distributing Company
Attn: Carl Marvin
PO Box 17008
Asheville, NC 28806
Telephone: 828-670-6600