

UNION COUNTY PUBLIC SCHOOLS – CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Finance, (3) Attorney, (4) Information Systems, (5) Risk Management, (6) BOE, (7) Superintendent

DEPARTMENT

Party/Vendor Name: Bimbo Bakeries

Party/Vendor Contact Person: Phil Harvell

Contact Phone: 704-282-4848

Party/Vendor Address to mail contract to:

Address: 1717 C Williams Road City: Monroe State: NC Zip: 28110

Department: Child Nutrition Department Amount: Approx. \$250,000.00

Purpose: Bread Purchases for Cafeteria use

Budget Code(s) (put comma between multiple codes): 5.7200.035.451

TYPE OF CONTRACT: (Please Check One) ☒ New ☐ Renewal ☐ Amendment Effective Date: January 21, 2013

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature: [Signature] Date: 12/17/12

Project Manager: Wendy Suprow Date: 12/17/12

Division Assistant Superintendent Signature: _____ Date: _____

CENTRAL PURCHASING

Date Issued: _____

Type of Contract: ☒ Award Bid ☐ Sole Source ☐ Piggyback ☐ Emergency ☐ Amendment Other: _____

Attached Documentation: ☒ Bid Tabulation ☐ Certificate of Insurance ☐ Sole Source Documentation ☐ Emergency Documentation

This document has been reviewed and approved by the Central Purchasing Director.

Central Purchasing Director Signature: [Signature] Date: 12/18/2012

RISK MANAGEMENT

Date Received: _____

Include the following coverage: ☒ CGL ☒ Auto ☒ WC ☐ Professional ☐ Property ☐ Pollution ☐ Non-Profit ☐ Not Required

Hold Contract pending receipt of Certificate of Insurance

Notes: _____

Risk Manager's Signature: [Signature] Date: 12/19/12

INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received: _____

(Applicable only for hardware/software purchase or related Information Technology services) Non-Applicable

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature: _____ Date: _____

BUDGET AND FINANCE

Date Received: _____

Yes ☒ No _____ Sufficient funds are available in the proper category to pay for this expenditure. \$ 250,000.00

This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Notes: _____

Finance Director's Signature: [Signature] Date: 12/19/12

GENERAL COUNSEL

Date Received: 12/20/12

Date department needs contract back from attorney:

This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto ☒ Yes ☐ No

Attorney's Signature: [Signature] Date: 12/19/12

UCPS SUPERINTENDENT

Date Received: 1-3-13

This document has been reviewed and approved by the UCPS Superintendent.

☒ Yes ☐ No

Superintendent's Signature: [Signature] Date: 1-3-13

BOARD OF EDUCATION

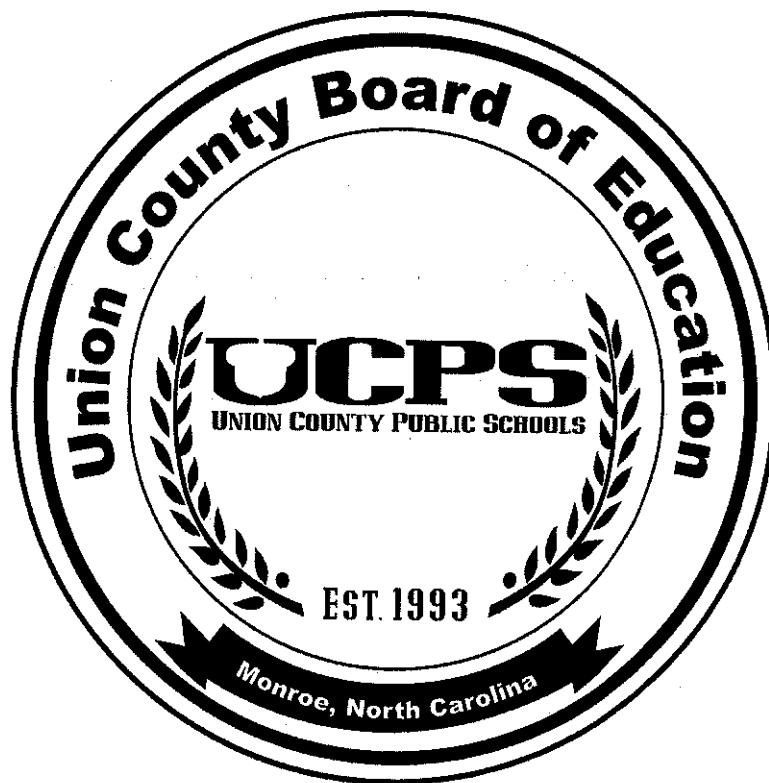
Agenda Date: 1-8-13

Date Received: 1-3-13

☒ Yes ☐ No ☐ N/A Approved by Board of Education at meeting of 1-8-13

Board Of Education Chairman Signature: [Signature] Date: 1-8-13

UNION COUNTY PUBLIC SCHOOLS



Bread Products
All Schools

3-8700052

Bimbo Bakeries USA

**THE UNION COUNTY BOARD OF EDUCATION
CONTRACT FOR BREAD PRODUCTS**

This Contract for Services (this "Contract") is made and entered into this 8th day of January, 2013 between The Union County Board of Education, located in Monroe, North Carolina (the "UCBOE") and Bimbo Bakeries USA, 1717 C Williams Road, Monroe NC 28110 (the "Contractor").

Supplier agrees to provide Union County Public Schools with Bread products. Supplier agrees to follow all federal regulations associated with the bid and contract.

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor. The Contractor agrees to provide services and/or goods as follows:
 - 53% whole grain hamburger rolls, Hotdog rolls, Bread and enriched Hoagie Buns..
 - Follow all State and Federal regulations.
2. Obligations of UCBOE. The UCBOE agrees:
 - a. To pay: **See Attached Appendix A for individual item pricing. Total Contact price is for approximately \$250,000.00.**
 - b. See payment schedule and specifications listed in item 5.
3. Project Coordinator. Wendy Sheprow, Child Nutrition, 400 N Main Street, Monroe, NC 28112, is designated as the Project Coordinator for the UCBOE. The Project Coordinator shall be the UCBOE's representative in connection with the Contractor's performance under this Contract. The UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Contractor Supervisor. Phil Harvell, Bimbo Bakeries USA, is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.
5. Terms and Methods of Payment. The UCBOE will make payment after invoices are approved on a net 30-day basis. The UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer.

The Contractor will submit invoices according to the following payment schedule:

| <u>School Name and Address</u> | <u>Period Covered by Invoice</u> | <u>What was Delivered</u> | <u>Amount</u> |
|------------------------------------|--------------------------------------|-------------------------------|---------------|
|------------------------------------|--------------------------------------|-------------------------------|---------------|

The Contractor will submit its invoice on a delivery basis

6. Additional Provisions. Contractor agrees to the Standard Terms and Conditions set forth as Attachment A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the UCBOE and the Contractor have executed this Contract on the day and year first written above.


Interstate Brands Corp.
Supplier Name

Signature of Authorized Representative

Date

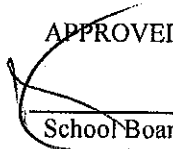
Contractor's Federal Identification #
[if Contract is with Organization]

or Social Security Number
[if Contract is with individual]

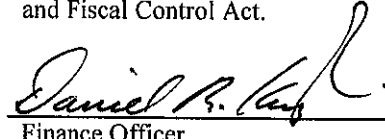

Originator/Fund Owner Date

This instrument has been pre-audited
in the manner required by the School Budget
and Fiscal Control Act.

APPROVED AS TO FORM:


School Board Attorney

12/21/12
Date


Finance Officer


12/19/12
Date

REVIEWED BY


Division of Insurance
& Risk Management

12/19/12
Date

THE UNION COUNTY BOARD OF EDUCATION


Superintendent of Authorized Designee

1-8-13
Date

Print name and Title of Authorized Designee, if any:

Mary B. Ellis Superintendent

UCPS

UNION COUNTY PUBLIC SCHOOLS

Child Nutrition Department

407 N. Main Street Suite 100
Monroe, NC 28112
Phone 704.296.3000 Fax 704.292.2639
nutrition.ucps.k12.nc.us

Dr. Mary Ellis – Superintendent

Board of Education

John Collins - Chairman
John Crowder
Sherry Hodges
Carolyn J. Lowder
Laura Minsk – Vice Chairman
Rick Pigg
Marce Savage
David Scholl

November 19, 2012

Bimbo

Tom Sullivan

3100 International Airport Drive, Suite 100
Charlotte, NC 28208

Dear Tom,

Union County Public Schools Child Nutrition Program is requesting quotes for Bread Products. This Invitation For Bid (IFB) is a solicitation for firm proposals of bread products for school year beginning January 21, 2013 through June 30, 2014.

Our 2011-12 bread purchases were \$ 193,829.

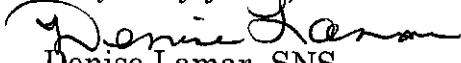
All proposals must abide by all local, state, and federal laws pertaining to laws governing products sales.

Please return **Sealed Bids** and complete IFB packet to Union County Public Schools Child Nutrition office, 407 North Main Street, Monroe NC 28112 by **10:00 am, December 12, 2012.**

There will be a pre-bid conference scheduled for Tuesday, November 27, 2012 at 10:00 AM. A sample of each bread and nutritional fact labels is being requested at the pre-bid conference.

This bid will be based on using all whole-grain breads.

Very truly yours,


Denise Lamar, SNS
Child Nutrition Director

DL/nm

Enclosures

C: Dan Karpinski

Globalization. Innovation. Graduation.

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, gender (male or female), age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 577-8339; or (800) 646-6136 (Spanish). USDA is an equal opportunity provider and employer.

Bid No. 3-8700052

**UNION COUNTY PUBLIC SCHOOL
CHILD NUTRITION PROGRAM
407 NORTH MAIN STREET, SUITE 100
MONROE, NC 28112**

Bread Bid

TO: ALL WHOLESALE BAKERIES

You are invited to submit a bid on breads for the Union County Public Schools for the 2012-2013 school year. A list of schools and addresses is attached. We have included an estimated usage.

It is understood and agreed that the following conditions are a part of the proposed bid:

1. If bids are identical, the Board of Education reserves the right to any action felt will best serve the interest of the children of the school system.
2. The bids will be for all schools and the bread will be delivered to each school on dates in quantity and type requested by the manager with delivery time arranged by Child Nutrition Director. Deliveries before school opens and after it has closed are unacceptable. Contract may be forfeited if deliveries are made before school opens and after it is closed. Deliveries must be between the hours of 6:00 am and 2:00 pm.
3. Separate monthly statements for each school will be submitted to the Director of the Child Nutrition Program by the fifth for the preceding month. All statements should be mailed in one envelope.
4. Each delivery must be accompanied by a **legible** delivery slip which indicates the item delivered as well as the unit price **as bid.**
5. Bids are to be returned on or before 10:00 AM, Friday, December 12, 2012, plainly marked on a **SEALED ENVELOPE "BREAD BID FOR THE UNION COUNTY PUBLIC SCHOOLS"**. Bid prices must be actual prices to be charged. Do not bid "**wholesale less _____ percent**". Price on the invoice must be the actual price charged.
6. Purchase orders must be picked up WEEKLY at the Central Child Nutrition Program office. Changes may not be made in orders without approval of the Director of the Child Nutrition Program.
7. In the event the contracted baker fails to deliver, the contracted baker will be required to pay the difference in the price of bread obtained from open market sources.

8. This Bid Contract is for the period of January 21, 2013 to June 30, 2014.
9. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS.**

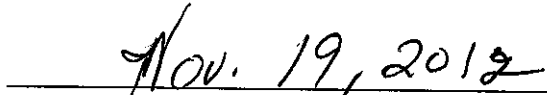
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017-510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

Form AD-1048 (1/92) is attached and must be completed by any distributor submitting a bid.

RESERVATIONS

The Board of Education reserves the right in its absolute discretion to accept any bid, or any part of any bid, or to reject any or all bids, or any part of any bid, as the Board deems it to be for the best interest of the Board. The Board further reserves the right to terminate the contract at any time for due cause which shall include such reasons as unsatisfactory service or unsatisfactory products.


Child Nutrition Director


Date

In compliance with the bid requirements, the Bimbo Bakeries USA Company offers and agrees to furnish:

| Items and Specification | Estimated Usage | Pack Size | Cost Per Pack | Cost Per Ind. Serving | *Weight Ounces (Pack) |
|--|-----------------|-----------|---------------|-----------------------|-----------------------|
| Item 20130 Hamburger Rolls, whole-grain, 52 gm yielding 1.85 grain equivalent (12 pack) 3 1/2" (sliced) | 46,500 | 12 pk | \$1.80 | \$0.15 | 24 oz |
| Item 20150 Hamburger Rolls, whole-grain, 60 gm yielding 2.1 grain equivalent (12 pack) 3 1/2" (sliced) | 55,000 | 12 pk | \$1.80 | \$0.15 | 24 oz |
| Item 20100 Hotdog Rolls, whole-grain, 45 gm yielding 1.6 grain equivalent regular size, 12 pack (sliced) | 16,000 | 12 pk | \$1.80 | \$0.15 | 21 oz |
| Item 20160 Whole Grain Bread, 1 1/2 lbs. 1 oz. per slice | 30,000 | 20 slices | \$1.50 | \$0.075 | 20 oz |
| Item 20170 Hoagie Buns, enriched, not to exceed 60 gm grain equivalent, 12 pack (sliced) | 9,000 | 6 pk | \$1.50 | \$0.25 | 16 oz |

Company: Bimbo Bakeries USA

Representative: Larand Spencer

Telephone: 864-801-2336 ext 200

Form AD-1048 (1/92) must be completed and attached to this page.

UCPS-CNP

| | |
|---|--|
| UNION COUNTY PUBLIC SCHOOLS Child Nutrition Department 407 North Main Street, Suite 100 MONROE, NC 28112 | INVITATION FOR BIDS NO. 3-8700052 |
| | Bids will be publicly opened: December 12, 2012 |
| | Contract Type: Open Market Solicitations |
| Refer <u>ALL</u> Inquiries to: Telephone No. 704-296-3000 | Commodity: Bread purchases |
| E-Mail: nancy.moore@ucps.k12.nc.us | Using Agency Name: Union County Public Schools |
| (See page 2 for mailing instructions.) | |

INVITATION FOR BIDS

To provide beverage products for Union County Public Schools Nonprofit Child Nutrition Program

GENERAL INFORMATION

A. Intent

This Invitation for Bids (IFB) is for the purpose of obtaining bids and ultimately entering into a contract to provide bread products for the Union County Public School's nonprofit Child Nutrition Program, referred to as the School Food Authority (SFA).

The contract will be between the offeror (vendor) and the SFA. The offeror shall provide assurances that all operations addressed in the IFB will be conducted in a manner that is consistent with the goals of the SFA and the SFA's Child Nutrition.

B. Procurement Method

A competitive bidding process will be used to procure products and services from this offeror. All procurement transactions shall be conducted in a manner that provides maximum free and open competition consistent with Federal regulations as defined in 7 CFR 3016.

C. Pre-Bid Meeting

Interested offerors are encouraged to attend a pre-bid meeting to review the specifications of this IFB and to clarify any questions with school officials. The pre-bid meeting will be conducted on November 27, 2012 (date) at 10:00 am (time) at 407 North Main Street, Monroe, NC 28112, basement floor conference room.

Attendance is not mandatory but highly encouraged.

****** Samples and Nutritional fact labels requested – Hamburger Buns, Hot Dog Buns, Pullman, and Hoagie Roll. To be delivered to UCPS – Child Nutrition, 407 North Main Street, Monroe, NC 28112 by Tuesday November 27, 2012 (date) at 10:00 am(time).**

D. Bid Submission

1. Bids will be received until the deadline indicated in the Bid Certification. Each bid must be submitted in a **SEALED** opaque envelope (or other non-transparent package or container). The outside of the bid envelope (or other package or container) must contain the following information in clear and legible form:

- a). In the upper left corner: print the full name and address of the offeror, and the name and telephone number, including the area code, of the authorized contact; and
- b). In the lower left corner: print **"SEALED BREAD BID," bid number, 3-8700052** and submission deadline indicated on the Bid Certification.

Bids may be submitted by U.S. Mail, common carrier, or other courier or delivery service, or by hand delivery. If forwarded by mail or courier or delivery service, the **sealed** bid envelope, indicated above should be enclosed in **another envelope** addressed as specified below. The SFA will not be responsible for bids or related correspondence not delivered by the deadline, delivered to the wrong address or misplaced. The date/time record of the SFA will indicate the official time of receipt.

Bids should be addressed and delivered to:

Mrs. Denise Lamar, SNS
UCPS – Child Nutrition
407 North Main Street
Monroe, NC 28112
704-296-3000

Bids received after the deadline will not be accepted for consideration, and will be returned to the offeror unopened. Bids received in an unsealed condition will not be considered. **Faxed bids or related communication will not be accepted.**

A representative of the offeror who is authorized to enter into contracts on behalf of the offering entity must sign the bid in blue ink. The person signing the bid must indicate his/her title along with signature. Bids received without proper signature will not be considered.

Offerors must return all properly signed original documents in the required format as described in the bid response. Offerors should retain photocopies for their files. Any change made to any written response on any of the bid documents must be made in blue ink by marking through the original entry and entering the new information alongside the change. Changes should not be made with correction fluid. All changes must be "initialed" by the person making the change, and the name of the person who initialed the change must be noted in a footnote on the same page containing the correction. **Failure to return any document or information requested as part of the bid response will result in rejection of the entire bid.**

Offerors or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this IFB before submitting bids. Failure to do so will be at the offeror's own risk. The law makes no allowance for errors or omission or commission on the part of the offeror; furthermore, the offeror cannot secure relief on the plea of error or ignorance concerning any requirement included in the IFB.

Offerors are welcome to attend the bid opening at the date and time indicated in the Bid Certification, but offeror presence is not required, and no weight or other consideration toward any award decision will be given to any offeror's attendance or absence at the bid opening. A summary report of the bids received will be available to any interested party after the Contract is awarded upon WRITTEN request. The form and content of the bid summary will be at the sole discretion of the SFA.

2. The SFA reserves the right to reject any and/or all bids if deemed to be in the best interest of the SFA. The SFA reserves the right to reissue the IFB.
3. The award shall be made to the qualified and responsible offeror whose bid is most responsive to this solicitation. A responsible offeror is a provider whose financial, technical, operational and other resources indicate an ability to provide the products as requested on this IFB and who is able to perform the services required by this solicitation and whose responses best meet the criteria contained throughout the IFB. The award may be made to other than the lowest monetary bid.
4. If clarification is needed, address a written request to:

Mrs. Denise Lamar or Mrs. Nancy Moore
UCPS – Child Nutrition
407 North Main Street, Suite 100
Monroe, NC 28112

E. Late Bid

Any bid received after the exact time specified for receipt will not be considered.

F. Pre-Award Clarification

The SFA reserves the right to conduct final discussions and negotiations with the offeror recommended by the Evaluation Committee prior to awarding the Contract. The purpose of these discussions shall be to clarify and assure full understanding of any issue contained in the bid. In conducting these discussions, there shall be no disclosure of any information derived from bids by competing offerors.

G. Withdrawal or Modification of Bid

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

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

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

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

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

H. Statement of Inclusion/Applicability

The general Terms and Conditions are applicable to all IFBs issued by this SFA and by this inclusion, they become part of the any Contract which is awarded, or purchase order which is issued in association with the IFB.

I. Conflict of Interest

The SFA's officers, employees or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors or potential contractors. To the extent permissible under Federal and State laws, rules or regulations, such standards shall provide for appropriate penalties, sanctions or other disciplinary actions to be applied for violations of such standards.

J. Final Contract

The submitted IFB, including all attachments and all documents submitted by the offeror, will become the official Contract when approved, awarded and signed.

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

- ☒ Bid Certification - Form A
- ☒ Additional Company Information - Form B
- ☒ Dealership Listing - Form C
- ☒ HUB Certification - Form D
- ☒ Certification Regarding Lobbying - Form E
- ☒ Debarment Suspension Certification - Form F
- ☒ Deviations/Compliance - Form H
- ☒ Bid Response Form - Form I

Attachments

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for the purchase of Bread Products to the students of Union County Public Schools that fall within Federal regulations and State statutes that will be provided at an economical price for the SFA.

The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term "Contract," as used in this document, means the comprehensive collection of:

- (1) this General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Item Specifications included in the IFB and any subsequent addenda thereto, the offeror's signed Bid Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this IFB,
- (3) the offeror's response to the IFB,
- (4) the offeror's Notice of Award document, and
- (5) any additional terms, conditions, or instructions issued by the SFA.

Collectively, these documents represent the entire agreement between the parties.

B. Contract Time Period

The time period for purchases covered by a Contract resulting from an award under this IFB is stated in the Bid Certification. The SFA reserves the right to award the Contract to a vendor for a longer initial term period than the time period stated in the Bid Certification if it is determined to be in the best interest of the SFA. Unless otherwise indicated in these General Terms and Conditions - all pricing will be firm throughout the entire contract period.

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period in accordance with the General terms and Conditions document entitled "Extension Clause."

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

C. Addendum

In the event any changes to this IFB occur subsequent to the mailing or other delivery of the original IFB, the changes or corrections to this Bid request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original IFB or any previous addendum. Each addendum will be mailed to all entities that are known to have received a copy of this IFB. The SFA is the sole authority for the issuance of any addendum related to this IFB. Any communications from any person or entity other than the SFA regarding any matters related to this bid are invalid and will have no influence on this IFB.

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any bid response.

D. Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or product number references.

In most cases, bids on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as "approved brands" especially if all other evaluation factors are deemed to be equal. For this reason, where

specific brands or products are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

All bids must identify the manufacturer, brand, portion size, etc. of the product being offered. **"Pre-Approved Equal"** Brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than any "approved brand" specified, the offeror must supply a complete description and sufficient data for the SFA to properly analyze the product being compared. Samples may be requested for items other than "approved brands". These "Pre-Approved Equal" brands must be approved by the SFA **before** the bid opening. The SFA reserves the right to reject any brand submitted if the SFA does not have sufficient information or time to conduct taste-testing in order to deem the product as a "Pre-approved Equal".

If the offeror fails to identify the manufacturer, brand, portion size, etc. for any item included in the bid, the SFA will assume the offeror is proposing **the exact brand/product and portion size identified in the specification**, and if awarded, the offeror will be required to furnish the **exact brand names, portion sizes, etc. as specified**. **Substitutions will not be allowed.**

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best communication practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

"If you discover or suspect error in the item specifications in this IFB, please note it as part of your bid response.

General Specification Provisions:

1. Quantities

Quantities reflected in this IFB are estimates based on the combined projected needs for the SFA during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this IFB, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

2. Packaging

Unless otherwise provided for in this IFB, all products supplied under any Contract resulting from this IFB must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under Contract resulting from this IFB for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

3. Pricing

All "Line Item" bids must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the bid response, and the offeror shall understand that if the item in question is awarded to the offeror, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire bid.

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

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

Proposed prices must be firm for acceptance for at least 90 days from the bid opening date, unless otherwise specified in this IFB or in the offeror's response.

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

4. Delivery and Transportation

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 6:00 A.M. and 2 P.M. Monday through Friday, except holidays, school scheduled workdays or breaks.

Unless otherwise noted in this IFB or in the Purchase Order, the offeror must deliver products awarded under this IFB within five (5) working days after receipt of a Purchase Order. The vendor must immediately notify the SFA, by telephone and/or fax, if any delays occur. The SFA will have the option to cancel the order if unable to accept the delay. At the discretion of the SFA, items received after the due date, for which the SFA has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the SFA.

Repeated failure to meet delivery dates will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract", and "Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the SFA.

All freight, delivery, and handling charges are the responsibility of the offeror, and all bid prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required.

Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this IFB, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this IFB, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

When the needs of the SFA require immediate response, the right to pick up products awarded under this IFB on an "over the counter" basis must be available for the majority of the items awarded to a vendor. Under such circumstances, the SFA's personnel may pick up products at the vendor's warehouse location at the agreed-upon price with no minimum purchase required.

Except for items that have hidden defects or that do not meet specification, title to all products shall pass to the SFA upon receipt and acceptance at the time of delivery.

5. Quality

Unless otherwise indicated in the IFB, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the SFA will not accept "factory seconds" or otherwise inferior goods, and reserves the right to return any such item(s) within (30) days of receipt at vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to the SFA upon request. Providing a web site access location to MSDS information is an acceptable alternative.

6. Product Inspection, Testing, and Defective Items

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the SFA. Tests may be performed on any samples submitted as part of the bid or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the bid item specifications or the General Terms and Conditions of the IFB, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized. All products in the SFA's warehouse at the time of any such cancellation must be picked up and credit issued to the SFA. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The SFA shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

7. Samples

If samples are needed for bid evaluation, they will be requested as part of the IFB or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request.

Samples must be furnished free of expense to the SFA. Samples must be labeled with the SFA Bid Name, Item Number, Product Identification number(s), and the name of the offering entity. Do not include samples with the bid response unless otherwise instructed in the IFB.

All samples will be retained by the SFA for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination of testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by the SFA for the purpose of determining the quality of the delivered items are comparable to the samples. The SFA shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

8. Warranties

By submission of a bid, the offeror warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this IFB will be free from all defects in material, and title.

A minimum of 5-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this IFB. This warranty shall provide for replacement of defective merchandise from the SFA location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

9. Buy American provision

SFAs participating in the National School Lunch and School Breakfast programs in the contiguous United States are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define "domestic products" 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. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

E. Bid Evaluation and Award

All bids received in response to this IFB which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Bid Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any bid will not constitute an assessment of its meeting the necessary qualifications, and any bid may be disqualified at any time during the process of evaluating bids for failure to meet any other terms or conditions contained anywhere else in the bid request.

The SFA reserves the right to waive any or all bid irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bids in their entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items included in the bid in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by the SFA. In evaluating the bids received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA to comply with any applicable laws or rules; (10) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (11) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the SFA may use all means at their collective disposal to evaluate the bids received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of the SFA, will be made by the Child Nutrition Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee.

Unless otherwise indicated in this IFB, "all or nothing" bids are not acceptable and will be rejected. The offeror must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share the business with any other successful offerors.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by the SFA.

The SFA reserves the right to require a performance bond as it is deemed necessary.

F. Substitutions

The SFA will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the SFA, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the SFA will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this General terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from the SFA.

G. Deviations from Item Specification or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the offeror at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the bid response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

H. Contract and Purchase Order Requirements

A response to this IFB is an offer to contract with the SFA based upon the Item Specifications and the General Terms and Conditions contained in the IFB. Offers do not become Contracts unless and until they are both accepted by the SFA through an Award Notice to the offeror, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SFA.

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

I. Invoices, Packing Lists, and Payment Conditions

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the SFA.

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

Notwithstanding the above, the payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each Invoice should include the vendor's normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above.

At the option of the SFA, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected, whether by credit memo(s) or issuance of a corrected invoice. At the option of the SFA, invoices may be corrected upon receipt and payment may be made based upon their corrections.

J. Records Retention Requirements

By signing this bid, the offeror understands that the SFA, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct the SFA's single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA; Child Nutrition funds may not be used for this purpose.

The offeror must retain pertinent records identified by source, type, and category of beverages for a minimum of three years after the SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

K. Remedies for Non-Performance of Contract, and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the SFA may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Bid Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Bid Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the SFA may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this IFB,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this IFB relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA,
- (4) the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- (5) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the contract, the SFA reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the SFA.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future bid from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

L. Force Majeure Consideration

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The SFA will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the SFA has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the SFA has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the SFA shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the SFA's rights as provided elsewhere in this contract.

M. Venue

This agreement will be construed and governed according to the laws of the State of North Carolina. Both parties agree that venue for any litigation arising from this contract shall lie in Union County, North Carolina.

N. Waiver

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

O. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioned party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

P. Extension Clause

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national Consumer Price Index, *Cost of Food Away from Home*, increase.

Q. Regulatory Compliance

1. The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 - 163).

3. 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.
4. 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".
5. The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
6. The offeror shall comply with the provisions of the Consumer Product Safety Act.
7. The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
8. The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

R. Assurance of Non-Collusion

By signing this bid, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this IFB,
- (2) This bid has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RRP.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission related to this bid, any recommendations, decision, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid,
- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of bids.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

S. Assurances regarding Legal and Ethical Matters

By signing this bid, the offeror assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this IFB,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this IFB to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this IFB,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution

- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
- (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
- (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

T. Bid Acceptance

The period for acceptance of this bid will be thirty (30) calendar days unless a different period is indicated by the offeror.

U. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page 3 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.

V. Questions Regarding Request for Bid

Questions or requests for additional information concerning this bid or the specifications should be addressed to:

Mrs. Denise Lamar or Mrs. Nancy Moore
UCPS – Child Nutrition
407 North Main Street, Suite 100
Monroe, NC 28112

W. 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.

X. 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.

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 Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Appendix A

| School Name | School Address |
|-----------------------------------|---|
| Antioch Elementary School | 3101 Antioch Church Rd. Matthews, NC 28104 |
| Benton Heights Elementary | 1200 Concord Ave. Monroe, NC 28110 |
| Central Academy of Tech & Arts | 600 Brewer Drive Monroe, NC 28112 |
| Cuthbertson High | 1400 Cuthbertson Road Waxhaw, NC 28173 |
| Cuthbertson Middle | 1520 Cuthbertson Road Waxhaw, NC 28173 |
| East Elementary | 515 Elizabeth Ave. Monroe, NC 28112 |
| East Union Middle School | 6010 W. Marshville Blvd. Marshville, NC 28103 |
| Fairview Elementary | 110 Clontz Rd. Monroe, NC 28110 |
| Forest Hills High School | 100 Forest Hills School Rd. South Marshville, NC 28103 |
| Hemby Bridge Elementary | 6701 Indian Trail-Fairview Rd. Indian Trail, NC 28079 |
| Indian Trail Elementary | 200 Education Road Indian Trail, NC 28079 |
| Kensington Elementary | 8701 Kensington Dr. Waxhaw, NC 28173 |
| Marshville Elementary | 515 N. Elm St. Marshville, NC 28103 |
| Marvin Elementary | 9700 Marvin School Rd. Marvin, NC 28173 |
| Marvin Ridge High | 2825 Crane Road Waxhaw, NC 28173 |
| Marvin Ridge Middle | 2831 Crane Road Waxhaw, NC 28173 |
| Monroe High | 1 High School Drive Monroe, NC 28112 |
| Monroe Middle | 601 Sunset Drive Monroe, NC 28112 |
| New Salem Elementary | 6106 Highway 205 Marshville, NC 28103 |
| New Town Elementary | 1100 Waxhaw-Indian Trail Rd. Waxhaw, NC 28173 |

| | |
|----------------------------------|---|
| Parkwood High | 3220 Parkwood School Rd. Monroe, NC 28112 |
| Parkwood Middle | 3219 Parkwood School Rd. Monroe, NC 28112 |
| Piedmont High | 3006 Sikes-Mill Road Monroe, NC 28110 |
| Piedmont Middle | 2816 Sikes-Mill Road Monroe, NC 28110 |
| Poplin Elementary | 5627 Poplin Road Indian Trail, NC 28079 |
| Porter Ridge Elementary | 2843 Ridge Road Indian Trail, NC 28079 |
| Porter Ridge High School | 2839 Ridge Road Indian Trail, NC 28079 |
| Porter Ridge Middle School | 2827 Ridge Road Indian Trail, NC 28079 |
| Prospect Elementary | 3005 Ruben Road Monroe, NC 28112 |
| Rea View Elementary | 320 Reid Dairy Road Waxhaw, NC 28173 |
| Rock Rest Elementary | 814 Old Pageland-Monroe Road Monroe, NC 28112 |
| Rocky River Elementary School | 500 N. Rocky River Road Monroe, NC 28110 |
| Sandy Ridge Elementary | 10101 Waxhaw Manor Dr. Waxhaw, NC 28173 |
| Sardis Elementary | 4416 Sardis Church Road Monroe, NC 28110 |
| Shiloh Elementary | 5210 Rogers Road Monroe, NC 28110 |
| Stallings Elementary | 3501 Stallings Rd. Stallings, NC 28104 |
| Sun Valley Elementary | 5200 Rogers Rd Monroe, NC 28110 |
| Sun Valley High | 5211 Old Charlotte Hwy Monroe, NC 28110 |
| Sun Valley Middle | 1409 Wesley Chapel Road Indian Trail, NC 28079 |
| Union Elementary | 5320 White Store Road Wingate, NC 28174 |
| Unionville Elementary | 4511 Unionville Road Monroe, NC 28110 |

| | |
|---------------------------------|--|
| Walter Bickett Education Center | 501 Lancaster Ave. Monroe, NC 28112 |
| Walter Bickett Elementary | 830 M L King Blvd Monroe, NC 28112 |
| Waxhaw Elementary | 1101 Old Providence Road Waxhaw, NC 28173 |
| Weddington Elementary | 3927 Twelve Mile Creek Road Matthews, NC 28104 |
| Weddington High | 4901 Monroe Weddington Road Matthews, NC 28104 |
| Wesley Chapel Elementary | 110 Potter Road South Monroe, NC 28110 |
| Western Union Elementary | 4111 Western Union Schools Rd. Waxhaw, NC 28173 |
| Wingate Elementary | 301 Bivens Street Wingate, NC 28174 |

FORM A

RETURN THIS DOCUMENT IN SEALED BID PACKET

Bid Certification
Union County Public Schools

Bid Name: **Bread Proposal**

Bid Number: 3-8700052

Minimum Contract Time Period
January 21, 2013 through June 30, 2014

Bid Opening Date and Time:
December 12, 2012: 10:00 a.m.

Location of Bid Opening:
**UCPS - Child Nutrition Office
407 North Main Street
Monroe, NC 28112**

The undersigned authorized representative of offering company indicated below hereby acknowledges/certifies:

1. That he/she is authorized to enter into contractual relationships on behalf of the offering company indicated below, and
2. That he/she has carefully examined this Request for Bid, the accompanying Bid Forms (whether in printed or electronic form), and the General Terms and Conditions and Item Specification associated with the Request for Bid, unless any exceptions are noted in writing this bid response, and
3. That he/she proposes to supply any products or services submitted under this Request for Bid at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Request for Bid, unless any exceptions are noted in writing with this bid response, and
4. That if any part of this bid is accepted, he/she will furnish all products or services awarded under this bid at the prices quoted and in strict compliance with the General Terms and Conditions and Item Specifications associated with this Request for Bid, unless any exceptions are noted in writing with this bid response, and
5. That any and all exceptions to the General Terms or Conditions of this bid have been noted in writing this bid response, and that no other exceptions to the General Terms or Conditions will be claimed.

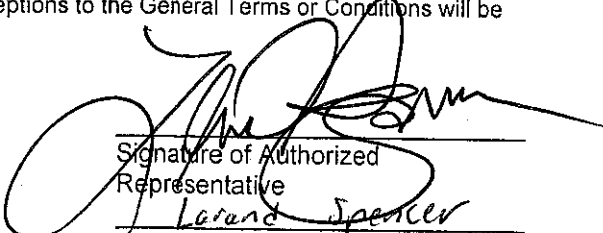
Bimbo Bakeries USA
Name of Company

2726 E Phillips Rd
Address

Greer, SC 29650
City, State, Zip

864-801-2336 ext 200
Telephone Number of Authorized Representative

864-879-3087
Fax Number of Authorized Representative


Signature of Authorized Representative

Larand Spencer
Printed Name of Authorized Representative

Sales Ops Manager
Position or Title of Authorized Representative

lspencer251@bimama1.com
E-Mail address of Authorized Representative

Additional Company Information

Bimbo Bakeries USA
Company Name (Please Print)

Contract Person Information:

If contact person or mailing address is different than Bid Certification, please specify:

Mailing Address:

Contact Person:

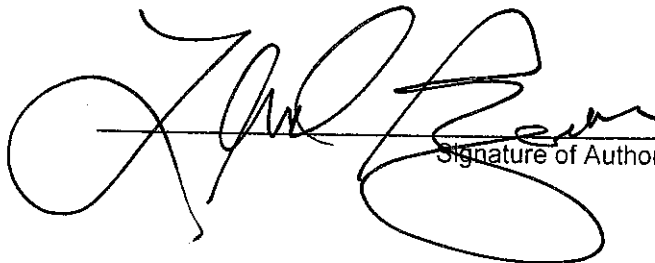
Position or Title of Contact Person:

Phone Number of Contact Person:

Fax Number of Contact Person:

Email of Contact Person:

Certification: I certify that the information provided above is correct.



Signature of Authorized Representative

FORM B

RETURN THIS DOCUMENT IN SEALED BID PACKET

Listing of Dealerships

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

Please Type or Print for each dealership location; duplicate this form as needed to include all locations.

Bimbo Bakeries USA
 Company Name
1717C Williams Rd
 Address
 Address
Monroe NC 28110
 City State Zip
704-502-6905 NA mdavis@slbbumail.com
 Phone Fax Email
 Contact Person Mike Davis

Company Name

 Address
 Address

 City State Zip

 Phone Fax Email
 Contact Person

FORM C

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).**

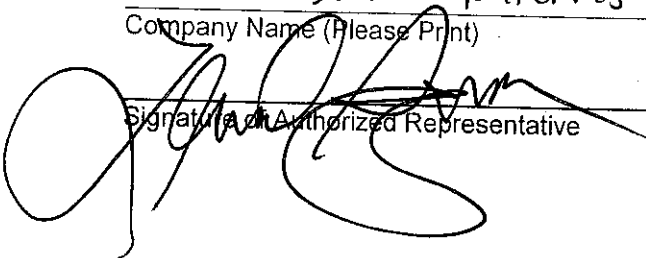
- Minority
- Small Business
- Woman Owned

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

Bimbo Bakeries USA

Company Name (Please Print)

Signature of Authorized Representative



FORM- D

RETURN THIS DOCUMENT IN SEALED BID PACKET

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
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.

Bimbo Bakeries USA

Company Name (Please Print)

Signature of Authorized Representative

12-10-12
Date

FORM E

RETURN THIS DOCUMENT IN SEALED BID PACKET
Union County Public Schools

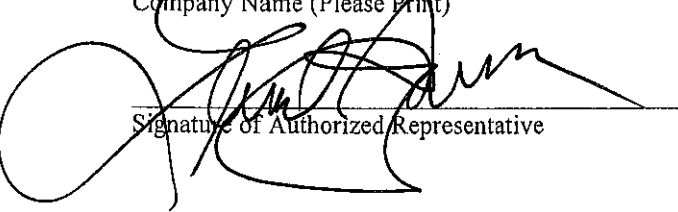
Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Bimbo Bukerie USA
Company Name (Please Print)


Signature of Authorized Representative

12-10-12
Date

FORM- F

RETURN THIS DOCUMENT IN SEALED BID PACKET

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 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.

FORM G

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

Union County Public Schools

Deviations/Compliance Form

If the undersigned offeror intends to deviate from the General Terms and Conditions or Items Specifications listed in this request for bid, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The SFA will consider any deviations in its bid award decisions, and the SFA reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the offeror assures the SFA of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Request for Bid.

☐ No Deviations

☒ Deviations as listed

List any deviations your company is submitted below:

For item 20130 and 20150 we have quoted a 53% whole grain hamburger bun that is 57g and yield 1.75 grain equivalents based on the 2013-2014 school regulations.
For item 20160 we quoted a 53% whole grain white hotdog bun that is 50 grams and yields 1.75 grain equivalents based on the 2013-2014 regulations. For item 20170 we quoted a 53% Hoagie Bun that is 75 grams and yields 2.5 grain equivalents based on the 2013-2014 school regulations.
For item 20160 we quoted a 20oz loaf that is 20 slices.

Bimbo Bakeries USA

Company Name (Please Print)

Signature of Authorized Representative

UNION COUNTY PUBLIC SCHOOLS CHILD NUTRITION

Issued by the Child Nutrition Services Section, June 3, 2009

Regulatory Sheet

78700-80021 000 2

WHITE HAMBURGER BUNS MADE WITH WHOLE GRAIN, 24 OZ (680g) / 12 CT

| Nutrition Facts Serving Size 1 Bun (57g) Servings Per Container 12 Calories 160 Calories from Fat 20 | Amount/serving | | % Daily Value* | |
|--|------------------------|----------------|----------------|------------|
| | Total Fat 2g | | 3 % | |
| | Saturated Fat 0g | | 0 % | |
| | Trans Fat 0g | | | |
| | Polyunsaturated Fat 1g | | | |
| | Monounsaturated Fat 0g | | | |
| | Cholesterol 0mg | | 0 % | |
| | Vitamin A 0% | Vitamin C 0% | Calcium 20% | Iron 10% |
| | Vitamin D 20% | Thiamin 15% | Riboflavin 8% | Niacin 10% |
| | Folic Acid 10% | | | |
| Amount/serving | | % Daily Value* | | |
| Sodium 200mg | | 8 % | | |
| Total Carbohydrate 29g | | 10 % | | |
| Dietary Fiber 3g | | 11 % | | |
| Sugars 4g | | | | |
| Protein 6g | | | | |
| *Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs: | | | | |
| | | Calories: | 2,000 | 2,500 |
| Total Fat | Less than | 65g | 80g | |
| Sat Fat | Less than | 20g | 25g | |
| Cholesterol | Less than | 300mg | 300mg | |
| Sodium | Less than | 2,400mg | 2,400mg | |
| Total Carbohydrate | | 300g | 375g | |
| Dietary Fiber | | 25g | 30g | |
| Calories per gram: | | | | |
| Fat 9 • Carbohydrate 4 • Protein 4 | | | | |

GMP FOP LABELING:

PER 1 BUN SERVING

(160 CALORIES) (0g SAT FAT / 0% DV) (200mg SODIUM / 8% DV) (4g SUGARS)

LABEL STATEMENTS: NA**ENRICHMENT: NA**

WHOLE WHEAT FLOUR, ENRICHED FLOUR [WHEAT FLOUR, MALTED BARLEY FLOUR, NIACIN, IRON, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, HIGH FRUCTOSE CORN SYRUP, WHEAT GLUTEN. CONTAINS 2% OR LESS OF EACH OF THE FOLLOWING: YEAST, SOYBEAN OIL, SALT, CALCIUM SULFATE, CALCIUM PROPIONATE (PRESERVATIVE), DISTILLED VINEGAR, CELLULOSE GUM, DOUGH CONDITIONERS (MAY CONTAIN ONE OR MORE OF THE FOLLOWING: MONO- AND DIGLYCERIDES, ETHOXYLATED MONO- AND DIGLYCERIDES, SODIUM STEAROYL LACTYLATE, CALCIUM PEROXIDE, DATEM, ASCORBIC ACID, AZODICARBONAMIDE, ENZYMES, L-CYSTEINE), YEAST NUTRIENTS (MONOCALCIUM PHOSPHATE, CALCIUM SULFATE, AMMONIUM SULFATE), CORN STARCH, YELLOW CORN FLOUR, TURMERIC (COLOR), PAPRIKA (COLOR), NATURAL FLAVOR, VITAMIN D3, SOY LECITHIN, SOY FLOUR, MILK, SESAME SEEDS

24 OZ (680g) / KOSHER: NONE / R12-184 / Oracle Pkg: FDUS05-80021**ALLERGEN PRODUCT** (aside from wheat and soy): Yes, milk.**CHILD NUTRITION:**

CN LABELED: NA

CN STATEMENT OR EQUIVALENCIES:

White Hamburger Buns Made With Whole Grain are made with whole wheat flour and enriched flour. One serving meets the USDA nutritional requirements for 2.25 bread credit(s) in the school lunch and breakfast programs. One serving (1 bun) contains 16g of whole grain.

Line #: 41066

Reference: CORP 6374

Regulatory Sheet

78700-80031 TEST 000 1

WHITE DELI ROLLS MADE WITH WHOLE GRAIN, 6 CT 16 OZ

| Nutrition Facts Serving Size 1 Roll (75g) Servings Per Container 6 Calories 200 Calories from Fat 25 | Amount/serving | | % Daily Value* | |
|---|--------------------------|--------------|------------------------|------------|
| | Total Fat 2.5g | 4 % | Sodium 270mg | 11 % |
| | Saturated Fat 0.5g | 3 % | Total Carbohydrate 38g | 13 % |
| | Trans Fat 0g | | Dietary Fiber 4g | 14 % |
| | Polyunsaturated Fat 1g | | Sugars 6g | |
| | Monounsaturated Fat 0.5g | | Protein 8g | |
| | Cholesterol 0mg | 0 % | | |
| | Vitamin A 0% | Vitamin C 0% | Calcium 25% | Iron 15% |
| | Vitamin D 30% | Thiamin 20% | Riboflavin 10% | Niacin 15% |
| | Folic Acid 15% | | | |

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

| | | | |
|--------------------|-----------|---------|---------|
| | Calories: | 2,000 | 2,500 |
| Total Fat | Less than | 65g | 80g |
| Sat Fat | Less than | 20g | 25g |
| Cholesterol | Less than | 300mg | 300mg |
| Sodium | Less than | 2,400mg | 2,400mg |
| Total Carbohydrate | | 300g | 375g |
| Dietary Fiber | | 25g | 30g |

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

GMP FOP LABELING:

PER 1 ROLL SERVING

(200 CALORIES) (0.5g SAT FAT / 3% DV) (270mg SODIUM / 11% DV) (6g SUGARS)

LABEL STATEMENTS: NA

ENRICHMENT: NA

WHOLE WHEAT FLOUR, ENRICHED FLOUR [WHEAT FLOUR, MALTED BARLEY FLOUR, NIACIN, IRON, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, HIGH FRUCTOSE CORN SYRUP, WHEAT GLUTEN. CONTAINS 2% OR LESS OF EACH OF THE FOLLOWING: YEAST, SOYBEAN OIL, SALT, CALCIUM SULFATE, CALCIUM PROPIONATE (PRESERVATIVE), DISTILLED VINEGAR, CELLULOSE GUM, DOUGH CONDITIONERS (MAY CONTAIN ONE OR MORE OF THE FOLLOWING: MONO- AND DIGLYCERIDES, ETHOXYLATED MONO- AND DIGLYCERIDES, SODIUM STEAROYL LACTYLATE, CALCIUM PEROXIDE, DATEM, ASCORBIC ACID, AZODICARBONAMIDE, ENZYMES, L-CYSTEINE), YEAST NUTRIENTS (MONOCALCIUM PHOSPHATE, CALCIUM SULFATE, AMMONIUM SULFATE), CORN STARCH, YELLOW CORN FLOUR, TURMERIC (COLOR), PAPRIKA (COLOR), NATURAL FLAVOR, VITAMIN D3, SOY LECITHIN, SOY FLOUR, MILK, SESAME SEEDS

16 OZ (453g) / KOSHER: NONE / R12-184 / Oracle Pkg: TBD

ALLERGEN PRODUCT (aside from wheat and soy): Yes, milk.

CHILD NUTRITION:

CN LABELED: NA

CN STATEMENT OR EQUIVALENCIES:

White Deli Rolls Made With Whole Grain is made with whole wheat flour and enriched flour. One serving meets the USDA nutritional requirements for 2.75 bread credit(s) in the school lunch and breakfast programs. One serving contains 23g of whole grain.

Line #: 41065 test

Reference: CORP 6374

Sara Lee Label Copy

6374 CORP 000 2

**FOR INFORMATIONAL PURPOSES ONLY SARA LEE 6" WHITE HOT DOG BUNS
MADE WITH WHOLE GRAIN (53% OF GRAIN AS WHOLE GRAIN) 21 OZ (1 LB 5
OZ) 595g / 12 CT**

| Nutrition Facts | | Amount/serving | % Daily Value* | Amount/serving | % Daily Value* |
|------------------------|--|---------------------------------|----------------|-------------------------------|----------------|
| | | Total Fat 2g | 3 % | Sodium 170mg | 7 % |
| | | Saturated Fat 0g | 0 % | Total Carbohydrate 27g | 9 % |
| | | Trans Fat 0g | | Dietary Fiber 3g | 10 % |
| | | Polyunsaturated Fat 0.5g | | Sugars 4g | |
| | | Monounsaturated Fat 0g | | Protein 5g | |
| | | Cholesterol 0mg | 0 % | | |
| | | Vitamin A 0% | Vitamin C 0% | Calcium 15% | Iron 10% |
| | | Vitamin D 10% | Thiamin 10% | Riboflavin 6% | Niacin 10% |
| | | Folic Acid 10% | | | |

Serving Size 1 Bun (50g)
Servings Per Container 12

Calories 140
Calories from Fat 15

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

| | | | |
|--------------------|-----------|---------|---------|
| | Calories: | 2,000 | 2,500 |
| Total Fat | Less than | 65g | 80g |
| Sat Fat | Less than | 20g | 25g |
| Cholesterol | Less than | 300mg | 300mg |
| Sodium | Less than | 2,400mg | 2,400mg |
| Total Carbohydrate | | 300g | 375g |
| Dietary Fiber | | 25g | 30g |

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

SPECIFICATION USE:

STAGE GATE PROJECT #: 09-0721

LABEL COPY NUMBER: 12212-6374-0210

PRODUCT CODE: ~~41067-41067~~ 41067

PRODUCT IDENTITY: WHITE HOT DOG BUNS MADE WITH WHOLE GRAIN (53% OF GRAIN AS WHOLE GRAIN)

PRODUCT WEIGHT:

NET CONTENTS/COUNT: NET WT 21 OZ (1 LB 5 OZ) 595g / 12 CT

CASE NET WEIGHT/COUNT: NA

NUTRITION FACTS: (see above)

INGREDIENTS: WHOLE WHEAT FLOUR, ENRICHED BLEACHED FLOUR [WHEAT FLOUR, MALTED BARLEY FLOUR, NIACIN, IRON, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, HIGH FRUCTOSE CORN SYRUP, WHEAT GLUTEN, YEAST. CONTAINS 2% OR LESS OF EACH OF THE FOLLOWING: SOYBEAN OIL, SALT, CALCIUM SULFATE, CALCIUM PROPIONATE (PRESERVATIVE), GUAR GUM, DOUGH CONDITIONERS (MAY CONTAIN ONE OR MORE OF THE FOLLOWING: MONO- AND DIGLYCERIDES, ETHOXYLATED MONO- AND DIGLYCERIDES, SODIUM STEAROYL LACTYLATE, CALCIUM PEROXIDE, DATEM, ASCORBIC ACID, AZODICARBONAMIDE, ENZYMES, L-CYSTEINE), DISTILLED VINEGAR, BUTTER (CREAM, SALT), YELLOW CORN FLOUR, YEAST NUTRIENTS (MONOCALCIUM PHOSPHATE, CALCIUM SULFATE, AMMONIUM SULFATE AND/OR CALCIUM CARBONATE), CORN STARCH, NATURAL FLAVOR, PAPRIKA EXTRACT (COLOR), VITAMIN D3, SOY LECITHIN, SOY FLOUR, SESAME SEEDS.

ALLERGEN STATEMENT: CONTAINS WHEAT, MILK AND SOY**LABEL STATEMENTS:****APPROVED CLAIMS/STATEMENTS:**

-53% Whole Grain* / Made with Whole Grain

-*This product contains 53% of its grain as whole grain and provides 18g of whole grain in a 1bun serving. USDA recommends consuming 48g of whole grain every day.

-Excellent Source Of Whole Grain

-Good Source Of Calcium

-Good Source Of Vitamin D

-0g Trans Fat

REFERRAL STATEMENT: NONE

QUANTITATIVE STATEMENT: NONE

REQUIRED/GENERAL LABEL STATEMENTS: CT. LIC. Number required if distributed in Connecticut.

HANDLING STATEMENTS: NA

TRADEMARK STATEMENT: NA

Regulatory Sheet

72945-70544 000 1

SARA LEE SOFT & SMOOTH WHITE BAKERY BREAD MADE WITH WHOLE GRAIN 20 OZ (1 LB 4 OZ) 567g / 20 SL

| Nutrition Facts Serving Size 2 Slices (57g) Servings Per Container 10 Calories 150 Calories from Fat 15 | Amount/serving | | % Daily Value* | | |
|--|--------------------------|--------------|----------------|--|--|
| | Total Fat 1.5g | 2 % | | | |
| | Saturated Fat 0g | 0 % | | | |
| | Trans Fat 0g | | | | |
| | Polyunsaturated Fat 0.5g | | | | |
| | Monounsaturated Fat 0g | | | | |
| | Cholesterol 0mg | 0 % | | | |
| | Vitamin A 0% | Vitamin C 0% | | | |
| | Vitamin D 10% | Thiamin 15% | | | |
| | Folic Acid 10% | | | | |
| | Amount/serving | | % Daily Value* | | |
| Sodium 190mg | 8 % | | | | |
| Total Carbohydrate 28g | 9 % | | | | |
| Dietary Fiber 3g | 13 % | | | | |
| Sugars 4g | | | | | |
| Protein 6g | | | | | |
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*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

| | | | |
|--------------------|-----------|---------|---------|
| Calories: | | 2,000 | 2,500 |
| Total Fat | Less than | 65g | 80g |
| Sat Fat | Less than | 20g | 25g |
| Cholesterol | Less than | 300mg | 300mg |
| Sodium | Less than | 2,400mg | 2,400mg |
| Total Carbohydrate | | 300g | 375g |
| Dietary Fiber | | 25g | 30g |

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

ENRICHED BLEACHED FLOUR [WHEAT FLOUR, MALTED BARLEY FLOUR, NIACIN, IRON, THIAMIN MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID], WATER, WHOLE GRAIN (WHOLE WHEAT FLOUR, HULLED BARLEY FLOUR), SUGAR, WHEAT GLUTEN, YEAST, CELLULOSE. CONTAINS 2% OR LESS OF EACH OF THE FOLLOWING: CALCIUM SULFATE, SOYBEAN OIL, SALT, DOUGH CONDITIONERS (MAY CONTAIN ONE OR MORE OF THE FOLLOWING: MONO- AND DIGLYCERIDES, ETHOXYLATED MONO- AND DIGLYCERIDES, SODIUM STEAROYL LACTYLATE, CALCIUM PEROXIDE, DATEM, ASCORBIC ACID, AZODICARBONAMIDE, ENZYMES), GUAR GUM, CALCIUM PROPIONATE (PRESERVATIVE), DISTILLED VINEGAR, YEAST NUTRIENTS (MONOCALCIUM PHOSPHATE, CALCIUM SULFATE, AMMONIUM SULFATE AND/OR CALCIUM CARBONATE), CORN STARCH, VITAMIN D3, SOY LECITHIN, MILK, SOY FLOUR.

Allergen Product (aside from wheat and soy): YES, Milk

20 OZ (1 LB 4 OZ)/ KOSHER: NONE / R12-111 / Oracle Pkg # SLUS05-70544-40

CHILD NUTRITION:

CN LABELED: NA

CN STATEMENT OR EQUIVALENCIES:

Sara Lee White Bakery Bread Made With Whole Grain is made with enriched flour, whole wheat flour and hulled barley flour. One (2) slice serving meets the USDA nutritional requirements for 2.25 bread credit(s) in the school lunch and breakfast programs. One (2) slice serving contains 10g of whole grain.



UNION COUNTY PUBLIC SCHOOLS

PROJECT: Bread Bid

REFERENCE NUMBER: 3-8700052

BID OPENING: 12-12-12

BID TABULATION

| | COMPANY | Hamburger Bun 1.85 grain equivalent | Hamburger Bun 2.1 grain equivalent | Hot Dog bun 1.6 grain equivalent | Whole Grain Loaf bread | Hoagie bun 60 gm grain equivalent |
|----|------------------|--|---------------------------------------|--------------------------------------|--|--------------------------------------|
| 1 | Bimbo Bakeries | 1.80 / 12 ct pack .15 per serving | 1.80 / 12 ct pack .15 per serving | 1.80 / 12 ct pack .15 per serving | 1.50 / 20 slice pack .075 per serving | 1.50 / 6 ct pack .25 per serving |
| 2 | Flowers Bakeries | 1.89 / 8 ct pack .236 per serving | N/A | 1.89 / 8 ct pack .236 per serving | 1.89 / 20 oz pack .095 per serving | 3.00 / 12 ct pack .25 per serving |
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER LOCKTON COMPANIES, LLC-N DALLAS 717 N. HARWOOD, LB#27 DALLAS TX 75201 214-969-6700 | CONTACT NAME: PHONE: (A/C, No, Ext): FAX: (A/C, No): E-MAIL: ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Indemnity Insurance Co of North America INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED 1359436 BBU, Inc. on behalf of itself and U.S. subsidiaries including (see attached addendum) 225 Business Center Dr. Horsham PA 19044 | NAIC # 22667 43575 |

COVERAGES

CERTIFICATE NUMBER: 12111218

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSE | SUBR WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|---|--|-------------|--|----------------------------------|----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> | Y | N | HDO G25534013 | 2/1/2012 | 2/1/2013 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | N | N | ISA H08693729 | 2/1/2012 | 2/1/2013 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX |
| A B A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> | N/A | WLR C46773020 (CA & MA) WLR C46773019 (AOS) SCF C46773032 (WI) | 2/1/2012 2/1/2012 2/1/2012 | 2/1/2013 2/1/2013 2/1/2013 | <input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> DTH- PER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: As respects all Union County Public Schools.

CERTIFICATE HOLDER

CANCELLATION See Attachments

12111218

Union County Public Schools
407 N. Main St
Monroe NC 28112

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

INSURED

BBU, Inc. on behalf
of itself and U.S. subsidiaries
including (see attached addendum)
255 Business Center Drive
Horsham, PA 19044 USA

The following are Named Insureds under the GL and Auto policies:

Advantafirst Capital Financial Services, Inc
Allen Foods Inc
Arnold Foods Company, Inc.
Arnold Products, Inc
Arnold Sales Company Inc
BHL Transport, Inc
Bimbo Bakeries USA, Inc
Bimbo Bakeries Distribution Management, LLC
Bimbo Bakeries Distribution Company, Ltd
Bimbo Foods Bakeries Distribution, Inc
Bimbo Foods, Inc
Bimbo Foods, LLC
Butter Krust Baking Company Inc.
Carlisle Foods Inc
Earthgrains Vernon, LLC
Earthgrains Baking Companies, Inc.
Earthgrains Bakery Group, Inc.
Earthgrains Distribution, LLC
EGR California Region Support Services, Inc.
Entenmann's Products, Inc
Entenmann's Sales Company, Inc
Freihofer Products, Inc
Freihofer Sales Company, Inc
Maspeth Holdings, LLC
Mid-Gulf Bakery, LLC
Orograin Bakeries Manufacturing, Inc
Orograin Bakeries Products, Inc
Orograin Bakeries Sales, Inc
Potomac Foods, LLC
SB NY Inc
Stroehmann Bakeries P.A. LLC
Stroehmann Bakeries, Inc.
Stroehmann Bakeries, L.P.
Stroehmann Line-Haul, L.P.
Stroehmann Sales LLC
Tia Rosa Bakery of Ohio, Inc
Westfield Foods LLC

The following are Named Insureds under the WC policy:

Allen Foods Inc
Arnold Products, Inc
Arnold Sales Co Inc
Bimbo Bakeries USA, Inc
Bimbo Foods Bakeries Distribution, Inc
Earthgrains Baking Companies, Inc.
Orograin Bakeries Manufacturing, Inc
Orograin Bakeries Sales, Inc
Orograin Bakeries Products, Inc
Mid-Gulf Bakery, LLC
Stroehmann Line-Haul, L.P.

POLICY NUMBER: HDO G25534013

ENDT. #24

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| Name Of Additional Insured Person(s) Or Organization(s) |
| Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

The Child Nutrition Program of the Union County Public Schools is seeking sealed bids for **Bread** for the 2012-13 school year. A detailed description of the bid is available by contacting the Child Nutrition Office at 704-296-3000. **The bid is due Wednesday, December 12, 2012 at 10:00 AM.**

Denise Lamar, SNS
Child Nutrition Director
November 21, 22, 23, 2012

NORTH CAROLINA,
UNION COUNTY

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by the law to administer oaths, personally appeared Marvin Enderle who being first duly sworn, deposes and says: that he is Publisher engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

November 21, 22, 23, 2012

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 23 day of November 2012

Marvin Enderle

Sworn to and subscribed before me, this 23 day of Nov. * 2012 *

Peterson D. Deese Notary Public

Seal

My commission expires * May 26, 2013 *

Inches: 1.73
Monroe, NC Date: November 23 2012

PO #87-1919

Account # 30065455

COST: 52.23

UCPS-Child Nutrition

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL
Post Office Box 5040
500 West Jefferson Street
Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

INVOICE APPROVAL
& PAYMENT

NOV 20 2012

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