

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

Coca Cola Bottling Co. Consolidated
Supplier Name

Signature of Authorized Representative

Date

56-0950585

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.

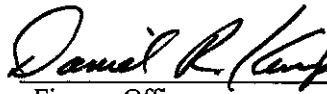
APPROVED AS TO FORM:



School Board Attorney

4/11/12

Date



Finance Officer

4/16/12

Date

REVIEWED BY:



Division of Insurance
& Risk Management

4-5-12

Date

General Counsel

Date

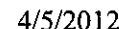
THE UNION COUNTY BOARD OF EDUCATION

L.E. Davis, Jr.
Superintendent or Authorized Designee

5/4/12
Date

Print name and Title of Authorized Designee, if any:

L.E. Davis, Jr., Superintendent



RL 4/04 *[Signature]*

UNION COUNTY PUBLIC SCHOOLS Child Nutrition Department 407 North Main Street, Suite 100 MONROE, NC 28112	INVITATION FOR BIDS NO. 2-8700036
	Bids will be publicly opened: March 19, 2012
	Contract Type: Open Market Solicitations
Refer <u>ALL</u> Inquiries to: Telephone No. 704-296-3000	Commodity: Cafeteria and Vending Beverages
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 beverage 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 March 1, 2012 (date) at 2:00 pm (time) at 407 North Main Street, Monroe, NC 28112, basement floor conference room, .

Attendance is not mandatory but highly encouraged.

****** Samples requested – Flavored water, 100% Fruit Juice, and Beverages containing less than 20 calories and less than 50 mg Sodium per 8 oz serving..**

Split cases requested for sampling, to be delivered to UCPS – Child Nutrition, 407 North Main Street, Monroe, NC 28112 by Tuesday, March 6, 2012 (date) at 12:00 pm (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 BEVERAGE BID," bid number, 2-8700036** 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 G
- ☒ Bid Response Form - Form I

Attachments

- ☐ HUB Certificate (if applicable) *Form D*
- ☐ Disclosure of Lobbying Activities (if applicable) *Form E*

Scope of Bid: UCPS Child Nutrition requests bid for Cafeteria and Vending Beverages. Attached are templates that the bidding Supplier will use when submitting their bid.

A. Vending Commission. What commission do you offer to pay the Union County Public Schools based on sales from vending machines? 48%

What retail price do you propose to charge? \$1.25

What volume estimate (in cases, 24 per case) is your proposal based upon? 6850 cases

	Com.	Price	Vol.
• Bottled water, 20 oz. Bottles	48%	\$1.25	1000
• Bottled water, Flavored, Unsweetened, 20 oz. Bottles	48%	\$1.25	500
• 100% fruit and/or vegetable juices, 11.5 oz. Cans 1002 bottles	48%	\$1.25	650
• Diet carbonated drinks, 20 oz. Bottles (Teachers Lounges Only)	48%	\$1.25	4500
• Beverages containing less than 20 calories per serving, and less than 50 mg Sodium per 8 oz serving.	48%	\$1.25	600
• Other beverages	48%	\$1.25	200

PLEASE NOTE: VOLUME REBATES MUST BE DETAILED WITH THE TOTAL PRICE AND MUST BE REFLECTED IN THE STATED PRICES. IF PRICES ARE SCALED ACCORDING TO VOLUME, PLEASE PROVIDE A MATRIX OF LEVELS AND AMOUNT OF REBATE.

★ Please see enclosed presentation ★

And In

B. Cafeteria Sales. For each type of beverage you offer to supply **Union County Public Schools** Child Nutrition program, state cost per case (**24 bottles or cans per case**)

	Price	Vol.
• Bottled water, 16.9 oz. Bottles	*9.25	7109
• Bottled water, 12 oz. Bottles	*8.75	1040
• Bottled water, Flavored, Unsweetened, 16.9 oz. Bottles	*9.75	9207
• Bottled water, Flavored, Unsweetened, 12 oz. Bottles	NA	500
• 100% fruit and/or vegetable juices, 10 oz Bottles	*14.25	3301
• Beverages containing less than 20 calories per serving and less than 50 mg Sodium per 8 oz serving.	NA	700
• Bag in a Box	*31.96	4693
• Other beverages Vitamin Water Zero	*20.50	200

e. Price Escalation Clause. Are you willing to limit the annual price escalation of the wholesale prices listed above for cafeteria and concession sales to the Consumer Price Index, Cost of Meals Consumed Away from Home? ☒ Yes
☐ No

f. Please list below any other beverage merchandise, services and/or equipment the vendor will offer to the Union County Public Schools. Attach any appropriate documentation.

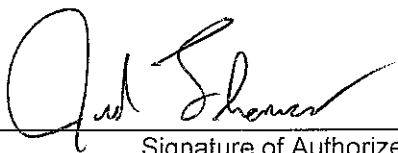
★ Please see enclosed presentation ★

Qd JH

C. Supplies & Equipment Consideration	Yes/No
a. Vending Machines. Provided at no cost to Union County Public Schools ? All vending machines should have generic (water or 100% juice) labels, no soda or sport drink advertisement permitted.	Yes
b. Vending Machine Operation. Will you ensure that all vending machines are equipped with electronic timers? And, will you ensure that all vending machines are capable of providing an accurate reading of sales, per item sold and time sold?	Yes
c. Cafeteria Equipment. Does your company provide and service in a timely manner all the machines and equipment necessary to properly service school cafeterias at no cost to Union County Public Schools ?	Yes

PLEASE NOTE ALL EQUIPMENT MUST BE REPLACED OR MUST BE NEW FOR THIS CONTRACT

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



Signature of Authorized Representative

Questions (Please answer all questions or state no)

- What is the turnaround time for service calls?

Same day or next day depending on time of day service call placed

- How quickly are defective machines replaced?

If non repairable, 48 hours

- Who makes the determination for replacement of defective equipment or machines?

Sales rep + technical operations department

- Does your company provide loaners until the equipment can be adequately replaced or serviced? (Please detail)

If non repairable, company will provide similar equipment

- Will your company provide a dedicated representative or project manager at all times for this contract?

Yes

- UCPS Child Nutrition uses a centralized purchasing system. Will this be compatible with your organization?

Yes

- Does your company provide any other incentive programs (e.g. scholarships, donated products, donated equipment). If yes, please detail the individual programs.

★ Please see enclosed presentation ★



BID EVALUATION SCORECARD

PRICING	Total of 40 Points
SERVICES OFFERED	Total of 35 Points
REPORTING CAPABILITIES	Total of 25 Points

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 Beverage 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, to include Co2 tank/exchange.

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 7:00 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 ten (10) 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 or 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 90-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/of 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 item(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 questioning 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. LUNS福德 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.

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
South Providence	500 S. Providence Rd. Waxhaw, NC 28173
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
Weddington Middle	5903 Deal 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
Wolfe School	722 Brewer Dr. Monroe, NC 28112

Additional Locations

UCPS – Central Office	400 North Church Street Monroe, NC 28112
Professional Development Center (PDC)	721 Brewer Drive Monroe, NC 28112

FORM A

RETURN THIS DOCUMENT IN SEALED BID PACKET

Bid Certification

Union County Public Schools

Bid Name: **Beverage Proposal**

Bid Opening Date and Time:
March 19, 2012: 2:00 p.m.

Bid Number: 2-8700036

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

Minimum Contract Time Period
July 1, 2012 through June 30, 2017

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

9. That he/she is authorized to enter into contractual relationships on behalf of the offering company indicated below, and
10. 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
11. 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
12. 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
13. 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.

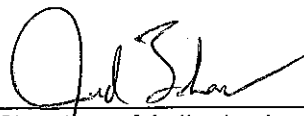
Coca-Cola Bottling company
Name of Company

4100 Coca-Cola Plaza
Address

Charlotte, NC 28211
City, State, Zip

704 557 4634
Telephone Number of Authorized Representative

704 285 6828
Fax Number of Authorized Representative



Signature of Authorized Representative

Jed Thomas
Printed Name of Authorized Representative

Corporate on Premise Sales Director
Position or Title of Authorized Representative

jed.thomas@ccbcc.com
E-Mail address of Authorized Representative

Additional Company Information

Coca-Cola Bottling Company
Company Name (Please Print)

Contract Person Information:

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

Mailing Address: * Same as Bid certification *

Contact Person:

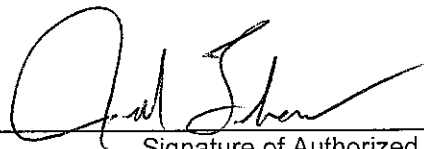
Position or Title of Contact Person:

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.

Coca-Cola Bottling
Company Name

801 Black Satchel
Address

Address

Charlotte NC 28216
City State Zip

980 321 3522 980 321 3560 brad.grice@ccbcc.com
Phone Fax Email

Contact Person Brad Grice

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.

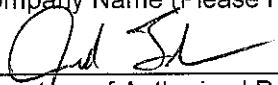
I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. **(Required documentation for recognition as a HUB).**

- Minority
- Small Business
- Woman Owned



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

Coca-Cola Bottling Company
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.

Coca-cola Bottling company

Company Name (Please Print)



Signature of Authorized Representative

3/12/12

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.

Coca Cola Bottling company
Company Name (Please Print)

[Signature]
Signature of Authorized Representative

3/12/12
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 AD-1048 (2/89)

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:

Juice package will be 10 oz bottle not 11.5 oz can

All bag in box syrup will have to be ABA compliant brands. Current brand set referenced in beverage proposal is non ABA except for light lemonade. Due to our company's commitment to ABA guidelines, we only sell these approved brands commensurate to the grade level allowed to purchase during the "normal" school day

Coca Cola Bottling Company

Company Name (Please Print)



Signature of Authorized Representative

UNION COUNTY PUBLIC SCHOOLS CHILD NUTRITION

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

**Response to Request for Beverage Proposal
Bid No. 2-8700036**

Union County Public Schools Beverage Proposal

March 19, 2012

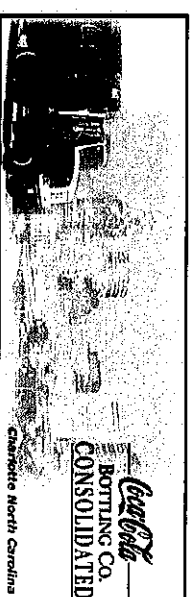
**Coca-Cola Bottling Company Consolidated
4100 Coca-Cola Plaza
Charlotte, NC 28211**

**Jed Thomas, Corporate On Premise Sales Director
E-Mail: jed.thomas@ccbcc.com
Office: (704) 557-4643**



-Confidential-

1

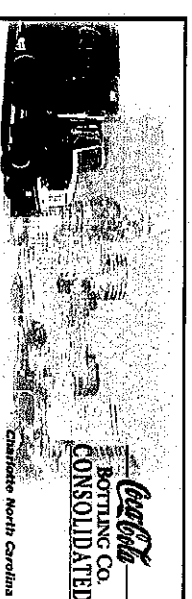


Company Overview

★ With corporate offices in Charlotte, NC, Coca-Cola Bottling Company Consolidated (CCBCC) is the largest Coca-Cola bottler in the United States, traded under the symbol COKE on the NASDAQ stock exchange and has been in business for over 106 years. All employees undergo an extensive background check prior to being hired by CCBCC.



-Confidential-



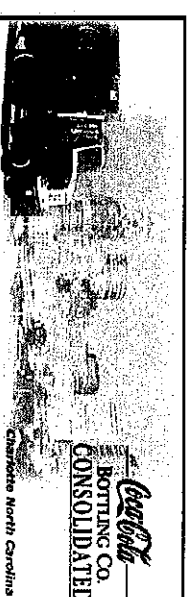
Service

★ We at CCBCC pride ourselves on outstanding quality and service. Our goal is to make sure Union County Public School system is replenished in a timely manner and that we maintain the quality of our product through proper date rotation in retail outlets and making sure our vending machines are routinely cleaned and maintained.

★ We have a dedicated On Premise Sales Rep to help capitalize on all beverage profit opportunities. Our proposed program is good for up to five years.



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Vending Commissions

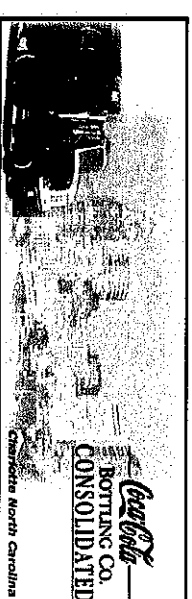
- ★ Listed below are the vend rates and commission percentages that CCBBC will pay on all cases vended through our machines.

Full Service Vending	Vend \$	SDF/CS	Comm %
20 oz. Bottle CSD	\$1.25	\$0.25	48%
20 oz. Bottle Water	\$1.25	\$0.25	48%
20 oz Vitamin Water Zero	\$1.25	\$0.25	48%
10 oz. Minute Maid	\$1.25	\$0.25	48%

- Commissions will be paid on gross sales quarterly. Union County Public Schools will be provided with a commission breakdown by machine.
- Any other current packages, as well as any future packages added during the term will be set at standard market rates and paid at 48% commission.
- In addition to the commission on sales CCBBC will pay an incremental \$.25/case on all cases sold in full service vending.
- CCBBC reserves the right to adjust vend rates, with school system approval, annually based on market norms and cost of goods increases.



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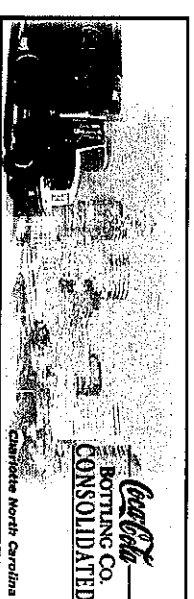


Restocking

- ★ Coca-Cola utilizes a program called Vendware to manage efficient restocking of our machines. Vendware uses the last 3 settlements of each machine to predict by brand when the machine needs to be refilled. Typically machines are restocked when inventory is depleted around 40%-50%.
- ★ CCBBC has a dedicated Full Service analyst who along with the local Full Service Supervisor utilizes Vendware's data to help set all machines space to sell. This helps to make sure brands sell down evenly and that the right mix of products are available based on sales history. In the event that certain machines are unpredictable due to an influx of unanticipated foot traffic (ex...sporting events, large meetings, etc...), the local Full Service Supervisor can assign those machines a weekly/daily frequency and override Vendware's predictions.



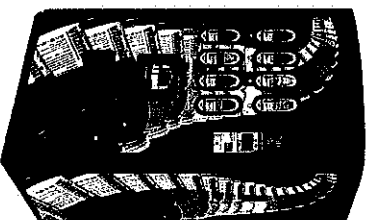
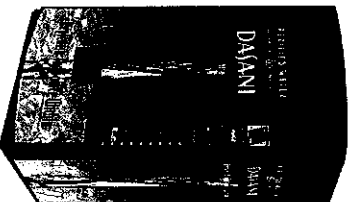
-Confidential-



Vending Equipment

★ Vending Equipment:

- Coca-Cola will utilize a variety of different vending equipment that will maximize the availability of our top brands in the space that is available. Examples are shown below:



- All equipment utilized will be either new and or recently refurbished and in exceptional operating condition and physical appearance. All graphics on vending machines will adhere to specifications laid out in the beverage bid.



-Confidential-



Cafeteria Pricing

★ Pricing for all cafeteria outlets Union County Schools. Billing is done on a cash or credit basis based on approval. Credit terms are net 20 from the date of delivery.

★ In addition, CCBBC will offer a \$2.00 per case rebate on all cases sold outside of full service vending

Products	#	Case	SDF/Case	Unit
16.9 OZ. DASANI	24	\$9.25	\$2.00	\$0.30
12 OZ. DASANI	24	\$8.75	\$2.00	\$0.28
16.9 OZ FLAVORED DASANI	24	\$9.75	\$2.00	\$0.32
20 OZ VITAMIN WATER ZERO	24	\$20.50	\$2.00	\$0.77
10 OZ. MINUTE MAID	24	\$14.25	\$2.00	\$0.51
POSTMIX SYRUP/2.5 gallon box		\$31.96		



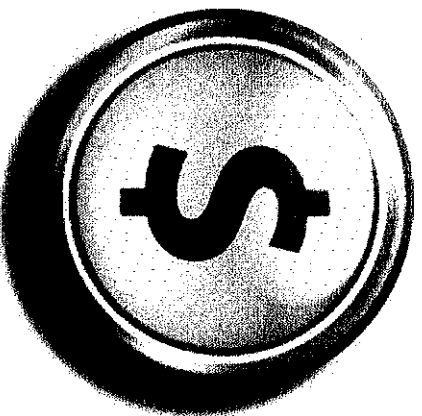
-Confidential-



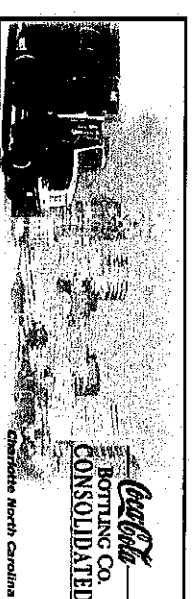
Cafeteria Rebate Program

★ Retail Rebate Program

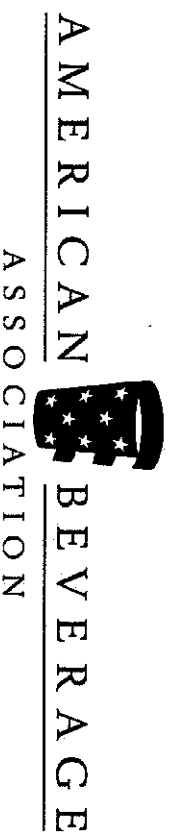
- \$2.00/case rebate paid annually on all retail cases. Based on estimated sales figures, Union County Schools would potentially earn \$42,800 each year.



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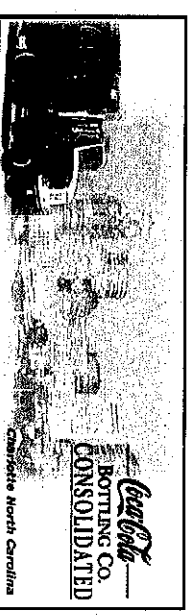
ABA Guidelines



CCBCC is proud to join with the Alliance for a Healthier Generation on the implementation of new School Beverage Guidelines. These Guidelines offer a broad range of lower-calorie and nutritious beverages for students to consume during the regular and extended school day.



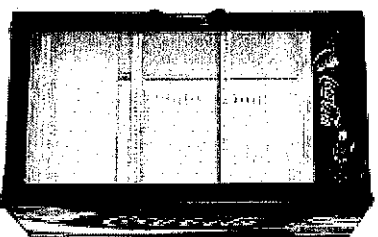
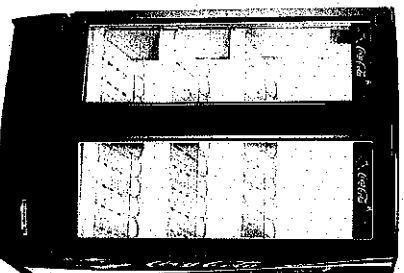
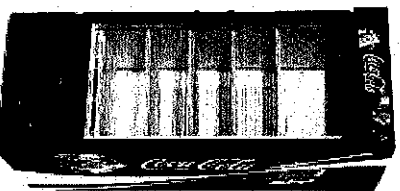
-Confidential-
9



Retail Equipment

★ Cold Merchandising Equipment:

- Coca-Cola will utilize a variety of different cold merchandising equipment that will maximize the availability of our top brands in the space that is available. Examples are shown below:

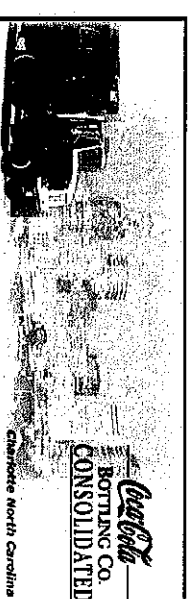


- All equipment utilized will be either new or recently refurbished and will be in exceptional operating condition and physical appearance



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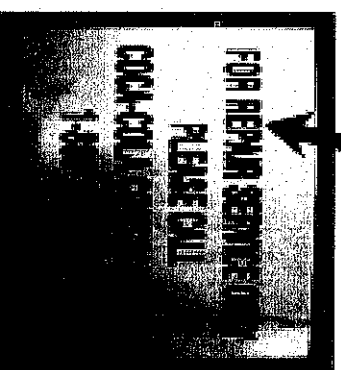
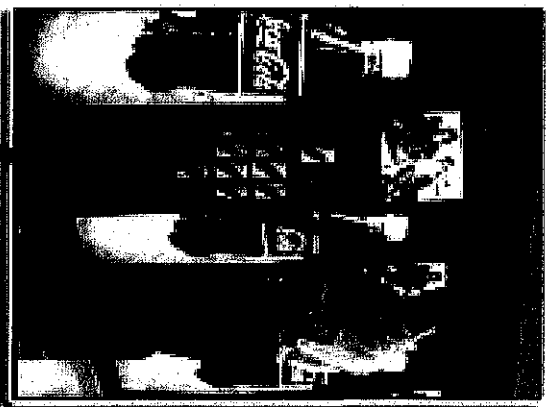


Equipment Service

★ Service, Repair: CCBBC will generally provide same-day repair service on call-ins made early in the day and next-day service on the rest.

★ Coca-Cola places a toll free 1-800 number on every vending machine. Any technical issues with any machine can be called into this number. In turn, the service call is dispatched immediately to a trained and certified vending technician.

- Radio dispatched, on-call service that provides reasonable response time during critical business hours, reducing profit loss due to downtime and repeat calls.



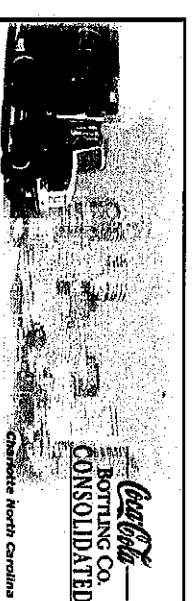
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Financial Investment

- CCBCC will invest \$5,000 annually to help address generic needs of the Union County School system. These funds can be used towards any identified need of the school district. Funds will be made available at the beginning of each school year.



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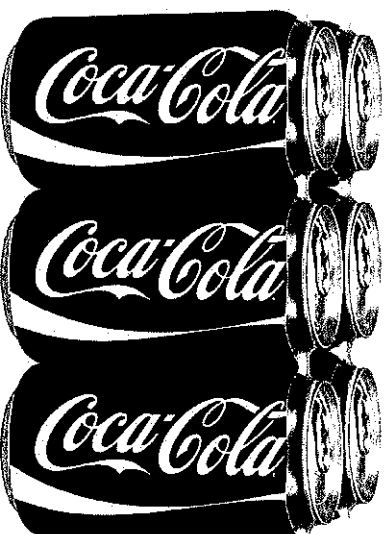


Financial Investment

★ Donated Product

- CCBCC will provide 100 cases of 6pk cans (24 cans/case) to Union County Schools annually to be used for special events, meetings, etc. Donated product may not be resold. At least 2 weeks notice is needed for product delivery.

\$1,000 Value



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Additional Support

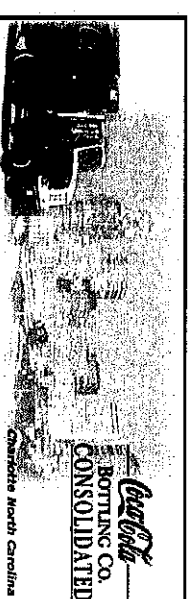
★ Truckload Sales

- Your local sales representative will work with you and your area high schools, should you elect, on setting up a truckload fundraiser annually. CCBBC will sell the school system .5 Liter Coke products and Dasani (24/case) for \$8.00. The students would sell to the community at \$15.00 per case.

- Example: 500 cases sold in each of the ten high schools would earn the school \$35,000!



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Final Financial Package

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Annual Payment	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Estimated Commissions & SDE	\$98,400	\$98,400	\$98,400	\$98,400	\$98,400	\$492,000
Estimated Rebates	\$42,800	\$42,800	\$42,800	\$42,800	\$42,800	\$214,000
Truckload Sales	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$175,000
Product Donations	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
Annual Value	\$182,200	\$182,200	\$182,200	\$182,200	\$182,200	\$911,000

Respectfully Submitted: _____

Date: _____



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THE COCA-COLA COMPANY

ABA COMPLIANT CATALOG

The Coca-Cola Company is proud to join with the Alliance for a Healthier Generation on the implementation of School Beverage Guidelines. These Guidelines offer a broad range of lower calorie and nutritious beverages for students to consume during the regular and extended school day.

Beverages

Qualify for the Alliance for
a Healthier Generation's
School Beverage Guidelines

Elem Middle High

Bottled Waters



DASANI®: All package sizes approved



smartwater®: All package sizes approved



100% Juices

With no sweeteners added, ≤120 calories per 8 oz., and 10% of daily value for three or more micronutrients. Serving sizes are ≤8 oz. in elementary schools, ≤10 oz. in middle schools and ≤12 oz. in high schools.



10 oz. Minute Maid® Orange,
Mixed Berry, Grape and Fruit Punch



200 ml / 6.75 oz. Minute Maid® Juice Box Orange,
Apple and Fruit Punch

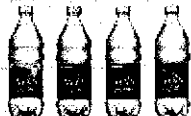


12 oz. Campbell's V8 V-FUSION® 100% Vegetable Juice



No/Low Calorie Drinks

No package size restrictions. 10 calories or less per 8 oz. serving.



20 oz. DASANI® Flavors Lemon, Strawberry,
Raspberry and Grape in select geographies



20 oz. POWERADE ZERO™ with ION4® Fruit Punch, Mixed Berry,
and Grape



20 oz. NESTEA® Diet Green Tea Citrus and Diet Iced Tea,
16.9 oz. HONEST ADE zero calorie Classic Lemonade



Note: In accordance with our Global Schools Beverage Guidelines, we will not offer our beverages for sale in primary schools. If our beverages are requested by primary school authorities, we will provide only the beverages that meet the U.S. School Beverage Guidelines.

Beverages

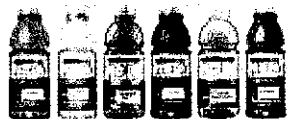
Qualify for the Alliance for
a Healthier Generation's
School Beverage Guidelines

Elem Middle High

No/Low Calorie Drinks continued



18.5 oz. Gold Peak® Iced Tea Unsweet and Diet



20 oz. vitaminwater® zero rise (orange), squeezed (lemonade), drive (blood orange-mixed berry), go-go (mixed berry), glow (strawberry-guanabana), and mega-c (grape-raspberry)



16.9 oz. Fuze Slenderize® Blueberry Raspberry and Strawberry Melon



All Diet and Zero 20 oz. PET or 12 oz. cans approved



Other Beverages

With ≤66 calories per 8 oz. Serving sizes are ≤12 oz. in high schools.



12 oz. POWERADE ION4™ Fruit Punch, Mountain Berry Blast, and Grape



12 oz. vitaminwater® XXX (acai-blueberry-pomegranate) power-c (dragonfruit), essential (orange-orange), and revive (fruit punch)



11.2 oz. Zico® Mango, Passion Fruit, and Natural



Fountain/Dispensed Beverages



POWERADE ION4™ Grape, Fruit Punch and Lemon Lime; Diet Nestea®, Minute Maid® Light Lemonade, Orange Juice, and Gold Peak® Unsweet, Diet Green Tea, Diet Black Tea



Fresh Brewed



Gold Peak® Unsweet, Gold Peak® Green Tea Unsweet, Gold Peak® Passion Fruit Mango Tea Unsweet



NOTES:

Any high school (public or private) NOT participating in the Federal Lunch Program may choose to offer low calorie carbonated fountain products in their foodservice area during meal periods. Minute Maid® Frozen Dispensed 100% Orange Juice qualify under the ABA guidelines by the addition of nutrients. Minute Maid® Light and Diet Nestea® qualify as low calorie options. POWERADE® qualifies in Other Beverage category. Approved portions would need to be monitored by outlet managers.

For more information on our complete line of products, bid spec information, and nutrition information, visit www.drinksthatdostuff.com.

The Coca-Cola Company beverages listed fit the Alliance School Beverage Guidelines, with specific designations for elementary, middle and high schools. Some products may not be available in all markets. Contact your local Coca-Cola Company bottler, foodservice supplier or 1-800-GetCoke (800-438-2653).



Child Nutrition Department

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

Dr. Ed Davis – Superintendent

Board of Education

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

**Union County Public Schools – Child Nutrition
Beverage Bid Addendum
Bid# 2-8700036**

Date: March 9, 2012

Following are questions that were posed during the Beverage Pre-bid Meeting on March 1st, 2012. Please contact the UCPS – CN office for further clarity or additional questions.

- 1) What is the commission rate of vending products?
 - a. Our current commission rate for vending is 50%.
- 2) What is the time frame for service calls to be completed?
 - a. Service should be within 48 hours from the time the service call is placed.
- 3) What are the specific dates for traditional and year round schools equipment to be installed and operational?
 - a. Year Round Schools should be set up July 10th, 2012.
 - b. Traditional Schools should be set up August 10th, 2012.
 - c. This should include vending machines and High School serving line dispensers.

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) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

2012 Beverage Bid Matrix – Cost to UCPS

	Usage	Pepsi Co. pricing	Rebate	Pepsi net price	cost/svg	Total \$\$\$
16.9 oz bottled water	7109	8.80 per 24 ct	3.00	5.80 per 24 ct	.24	41,232.20
12 oz bottled water	1040	7.70 per 24 ct	3.00	4.70 per 24 ct	.20	4,888.00
16.9 oz flavored water	9207	12.65 per 24 ct	3.00	9.65 per 24 ct	.40	88,847.55
12 oz flavored water	500	N/A				
10 oz 100% fruit juice	3301	15.40 per 24 ct	3.00	12.40 per 24 ct	.52	40,932.40
Bev. w/less than 20 cal	700	12.25 per 12 ct	1.50	10.75 per 12 ct	.90	7,525.00
Subtotal:						183,425.15
Bag in a Box (asst flavor-juice)	4693	13.03 per 5 gal Yields 30 gal of finished product	1.00	12.03 per gal		56,456.79 (4693*12.03)
Other Beverage:						
Co2 Tank exchanges		22.000 per exchange		22.00		
TOTAL:						239,881.94

**** New Co2 tank will be \$75.00 deposit per tank**

	Usage	Coca Cola. Pricing	Rebate	Net price	cost/svg	Total \$\$\$
16.9 oz bottled water	7109	9.25per 24 ct	2.00	7.25 per 24 ct	.31	51,540.25
12 oz bottled water	1040	8.75 per 24 ct	2.00	6.75 per 24 ct	.29	7,020.00
16.9 oz flavored water	9207	9.75 per 24 ct	2.00	7.75 per 24 ct	.33	71,354.25
12 oz flavored water	500	N/A				
10 oz 100% fruit juice	3301	14.25 per 24 ct	2.00	12.25 per 24 ct	.51	40,437.25
Bev. w/less than 20 cal	350	20.50 per 24 ct	2.00	18.50 per 24 ct	.77	6,475.00
Subtotal:						176,826.75
Bag in a Box Lemonade ONLY	4693	31.96 per 2.5 gal Yields 15 gal of finished product		12.78 per gal		59,976.54 (4693*12.78)
Other Beverage:						
Co2 Tank exchanges		12.00 per exchange		12.00		
TOTAL:						236,803.29

**** 2 New Co2 Tanks will be provided per fountain pump system. Additional Co2 tanks will be at NO Charge.**

VENDING PRODUCTS & BENEFITS

Usage	Paper, CO2, Comm.	Pricing	Coca Cola	add'l bonus	Commission	Pricing
20 oz Bottled Water	1000	1.25	\$0.25/cs	48%	850.00	
20 oz Flavored Water	500	1.25	\$0.25/cs	48%	425.00	
10 oz100% Fruit Juice	650	1.25	\$0.25/cs	48%	452.50	
20 oz Diet drinks	4500	1.25	\$0.25/cs	48%	3825.00	
Bev.w/less than 20 cal	600	1.25	\$0.25/cs	48%	510.00	
Other Beverage:	200	1.25		48%	120.00	
TOTAL:					6,182.50	

Paper, CO2, Comm.

Coca Cola

HS Scholarships = \$11,000.00/yr	\$5,000 annually
Educator of the Year Program = \$1,000/yr	100 cases of 6 pk cans -
Fund-raiser Opportunities	Fund-raiser opportunity – truckload sale
Gatorade Sideline Kit opportunities	
Glass Front Vendors in HS & MS	
Credit Card Readers on HS glass front vendors	