



School Nutrition Services

407 N. Main Street Suite 100
Monroe, NC 28112
Phone 704.296.3000
Fax 704.296.0004

September 13, 2021

Foster Caviness
April Davis
2914 Sandy Ridge Road, Bldg I
Colfax, NC 27235

Ms. Davis,

Thank you for your recent interest in bidding on the Produce bid for the 2021-22 Union County Public School School Nutrition Department. Unfortunately, we have awarded this contract to another company.

We look forward to doing business with your company in the future.

Sincerely,

A handwritten signature in cursive script that reads "Denise Lamar".

Denise Lamar, SNS
School Nutrition Director

DL/nm

CC: Shana McLamb, UCPS Chief Finance Officer

In compliance with federal law, UCPS administers all educational programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.ad3027@usda.gov.

UCPS School Nutrition is an equal opportunity provider.

2021 - 2022 OFFICIAL NEW BID TABULATION SHEET

Union County Public Schools

DISTRIBUTOR NAME: Ward's Produce

PART 1: REQUIREMENT(S) FOR DISTRIBUTOR: FARM TO SCHOOL PRODUCE DELIVERY

Union County: Directions for Distributor: If Delivery of Farm to School or DOD Produce cases are required, check (X) below AND copy/paste this section on the School District **Special Conditions Page** to note contract requirement for these services:

☒ Farm to School ☒ DOD Produce

- If School District requires Farm to School/DOD produce, enter estimated annual cases Distributor is to deliver in the yellow box below.

PART 2: FARM TO SCHOOL/DOD PRODUCE DELIVERY - Flat Fixed Fee per Case Delivered

\$ 2.50 Delivery Flat Fixed Fee per case X 4,500 Estimated Annual Cases Distributor will deliver to School District =

TOTAL \$ 11,250.00* (*Fee is used for bidding purposes and entered by the Distributor below on this Bid Tabulation Sheet*)

Distributor: Handwrite totals below as recorded from the bid spreadsheet **TOTALS**. Totals should match the Recap sheet.

FRESH PRODUCE - BOTTOM LINE SELECTED ITEMS TOTAL FROM SPREADSHEET

\$405,421.29

Farm to School/DOD Delivery (***pull from above**)

\$11,250.00

FRESH PRODUCE GRAND TOTAL

\$416,671.29

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

Ward's Produce
Contractor Name

Joseph R McNeill 8/27/21
Signature of Authorized Representative Date

Printed Name Title
Joseph R. McNeill Vice President
Contractor's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

FED ID # 218901255

THE UNION COUNTY BOARD OF EDUCATION

Superintendent Date 9/9/21

Melina M. McNeill 9/7/2021
Board Chairperson Date

8/27/21
Director, UCPS School Nutrition Date
This instrument has been preaudited
in the manner required by the School Budget and
Fiscal Control Act.
Wendy Sharp 9/27/21
Project Manager Date
Sharon McLean 9/9/21
Finance Officer Date

APPROVED AS TO FORM:

School Board Attorney Date 9/8/21

REVIEWED BY:

Risk Management 9/8/21

2021-22 Bid Certification Agreement

Union County Public Schools

Distributor Directions: Prepare two (2) copies of this New Bid Certification and Agreement with original signatures.
Double Click on the gray boxes and type in the Default text box to complete agreement.

DISTRIBUTOR NAME Ward's Fruit & Produce Company Inc
ZIP 27603

ADDRESS 1109 Agriculture **CITY & STATE** Raleigh, NC

DEFINITIONS:

- The term "New Bid" as used in this document, means the School District has sent an Invitation and IFB/Contract with documents to eligible Distributors for awarding a Distributor to carry out the terms of the IFB/Contract.
- The term "IFB/CONTRACT" as used in this document, means the current year IFB/CONTRACT. The IFB/CONTRACT may be updated annually as needed for clarification, compliance with USDA regulatory policy and for the efficient and effective functioning of the NCPA. Distributors in "renewal status" will receive the updated IFB/Contract each year.
- The awarded contract may be renewed for up to two (2) one-year agreements, reviewing for renewal at the end of each fiscal year. In such renewals, the School District and the current Distributor agree to "renew OR lower" the fixed fee price per case delivered per the original IFB/Contract. If the Distributor is unable to maintain the current fixed fee per case pricing, the School District is required to issue a new bid. OR
- The term "IFB/Contract," as used for New Bids, means the comprehensive collection of the following items sent to eligible Distributors as information and to be completed and to be returned, unless otherwise noted, to the School District as part of the Official Documents of the Bid Packet:

- OFFICIAL NEW BID INVITATION TO DISTRIBUTORS** – Invitation and general procedures for New Bid Distributors. do not return.
- OFFICIAL NEW DISTRIBUTOR BID TABULATION SHEET** - Completed by Distributor and placed as FIRST PAGE of the bid packet. Provide TOTALS from the bid spreadsheets. This sheet is used to determine the "Preliminary Bid Award" at Bid Opening. Bid review by the school district may show corrections.
- OFFICIAL NEW BID CERTIFICATION AGREEMENT** - Two copies signed by Distributor and returned in bid packet. School District Official signs after School District approval of award and the completed/signed Agreement copy is mailed to the awarded Distributor. The agreement is effective by the issue to the Distributor of a School District Purchase Order.
- OFFICIAL IFB – CONTRACT FOR 2021–2022** details procedures in Sections 1–35. Do not return.
- OFFICIAL CONTRACT ATTACHMENTS** A – J 2021-2022 - Attachments A - I are defined in the IFB – Contract and must be completed, signed and returned with the bid packet. Attachment J is the "no bid" sheet.
- OFFICIAL DISTRICT PROFILE 2021 – 2022** - Additional Information: School Calendar and School Site Profile.
- SPECIAL CONDITIONS SHEET** (if required) – agreement to Special Conditions must be made prior to bid opening and acknowledged on the New Bid Certification and Agreement. Any change to the Special Conditions by one Distributor requires the School District to issue a local amendment to all potential bidders, a minimum of seven (7) working days prior to bid opening, which would be **August 13, 2021 at 4:30 pm.**

If Special Conditions are included in this IFB Contract, indicate Distributor acceptance: YES/NO: ☒ YES ☐ NO

- Official 2021-2022 Bid Spreadsheets with Product Usage Estimates** – Distributor is to complete pricing and Email the 2021-2022 Master Distributor Bid Pricing with Bid Category Totals to the School District using the Usage Estimates as provided by the School District. Email must be scheduled to send at 9:00 AM ET August 20, 2021.
- Produce Distributors Only:** In addition to Master Pricing on flash drive, include the Annual Contract/Weekly pricing Supplier contracts and invoices as detailed in 11.1 – 11.1.4 of the IFB Contract

2021-22 Bid Certification Agreement

DISTRIBUTOR NEW BID CERTIFICATION AND SIGNATURE:

I certify by my signature below that I have received the **IFB/Contract**, Instructions for completing the bid documents and have acknowledged issued Addenda; and that the required **PRICES** quoted, and brands specified in the bid spreadsheets of this **IFB/CONTRACT** are correct and that I have the authority to obligate the company named to perform under requirements of this Bid Certification and all Terms and Conditions stated in the Official 2021- 2022 IFB/Contract, Attachments, Special Conditions and addenda. All contract documents are signed and attached.

Name of Company

Ward's Fruit & Produce Company Inc

Name of Authorized Distributor Representative

Joseph R. McNeill

Title of Authorized Distributor Representative

Vice President

 8/18/21
Original Signature of Distributor Authorized to Sign/Date

SCHOOL DISTRICT OFFICIAL ACCEPTANCE SIGNATURE

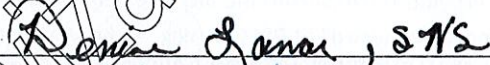
If any, or all parts, of the Distributor Bid are accepted by the School District, an authorized School District representative shall affix their signature hereto and collectively this **New Bid Certification and Agreement**, along with the current **Official IFB/Contract, Attachments, Addenda and the Distributor's bid sheets** shall become the Contract and shall represent the agreement between the School District and the Distributor. The sections outlined in the Terms and Conditions of the **IFB/Contract** 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.

The local school district approval (if required) is a prerequisite **PRIOR TO school district signature on the New Bid Certification and Agreement**. One (1) original copy is mailed to the awarded Distributor and one (1) original copy retained by the School District. Agreement is finalized with (1) the signature and return of this document by vendor to the school district and (2) issue of Purchase Order to the vendor by school district.

Denise Lamar

Director of School Nutrition

Union County Public Schools


Signature of School District/Co-Op Representative

8/27/21

Date

2021-22 Bid Certification Agreement

- **BIDDER DISQUALIFICATION:** Distributor failure to include any of the required documentation at the time of bid submittal or multiple bid errors **MAY** be considered grounds for bidder disqualification as determined by the School District. School District officials will make the final determination regarding Distributor submittal errors other than the two Distributor errors defined by the School District as an immediate **Non-Responsive Bid**:

• **FAILURE TO SIGN THE OFFICIAL NEW BID CERTIFICATION & AGREEMENT FORM**

- **ANY CHANGE TO THE SCHOOL DISTRICT IFB/CONTRACT BID LANGUAGE**

FEDERAL PROGRAM REGULATIONS

- The School Nutrition Programs receiving goods and services under this Contract are **FEDERALLY-FUNDED** programs operated under the authority of the United States Department of Agriculture (USDA). This IFB and the subsequent Contract shall comply with 7 CFR Parts 210, 220, 225, 250, 2 CFR 200 and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principles, A -102 Administrative Requirements, and A -133 Audit Requirements.
- In compliance with the **IFB/Contract**, and subject to all conditions required therein, the undersigned offers and agrees to furnish and deliver, any or all items upon which prices are bid, at the "cost" prices set correlating to each item plus the "firm fixed fee" and within the time frame specified.
- By responding to this **IFB/Contract**, the Distributor certifies that the Bid Offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Bid for the same items, and is in all respects fair and without collusion or fraud. The Distributor also certifies no one connected to this company has had any connection with the development or drafting of this **IFB/CONTRACT**. Under penalty of perjury, the undersigned Distributor certifies that this Bid has not been arrived at collusively or otherwise in violation of Federal or State of North Carolina laws or regulations. By signing this Bid Certification, the individual whose name is shown assures that the Distributor has read and understands all the Terms and Conditions in the Official **IFB/CONTRACT** and agrees to be bound by them and is authorized to submit Bids on behalf of the Distributor.

DISTRIBUTOR IFB/CONTRACT



Terms and Conditions

Union County Public Schools

Contract Period: October 1, 2021 – July 31, 2022

August 6, 2021

USDA NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

- 30.0 **ASSURANCES REGARDING LEGAL AND ETHICAL MATTERS** *(revised April 2016)*
- 31.0 **REMEDIES FOR DISTRIBUTOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT**
- 32.0 **FORCE MAJEURE PROCEDURES**
- 33.0 **WAIVER**
- 34.0 **RIGHT TO ASSURANCE**
- 35.0 **REGULATORY COMPLIANCE**

DISTRIBUTOR REQUIRED ATTACHMENTS FOR NEW BIDS

ATTACHMENT A – HACCP SUMMARY

ATTACHMENT B – EVIDENCE OF REQUIRED INSURANCE

ATTACHMENT C – LUNSFORD ACT COMPLIANCE

ATTACHMENT D – FOOD RECALL POLICY/PROCEDURES

ATTACHMENT E – PRODUCE - GAP CERTIFICATION - LOT 4 BIDDERS ONLY

ATTACHMENT F – HUB CERTIFICATION

ATTACHMENT G – CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, LOBBYING AND COOPERATIVE AGREEMENTS

ATTACHMENT H – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

ATTACHMENT I – IRAN DIVESTMENT REQUIREMENT FORM

ATTACHMENT J– NO BID RESPONSE

ADDITIONAL LOCAL BID ATTACHMENTS:

- SCHOOL DISTRICT PROFILE AND CALENDAR
- SCHOOL DISTRICT SPECIAL CONDITIONS (OPTIONAL)

Distributors **PRIOR to the Bid Award Opening**. If changes are made to the Special Conditions, the School District must issue a Local Amendment to all potential Distributors announcing the change a minimum of seven (7) working days prior to the IFB/Contract due date.

- requires the Distributor awarded the Contract be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work described in this contract for the School District. Failure or omission of the Distributor to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this Contract and may be grounds for disqualification.
- requires The Local School District issue the approved and appropriately signed **Official Certification Form** to the Awarded Distributor and the issue of a local **Purchase Order** to the Distributor as the **Final Bid Award**.
- will provide a SCHOOL DISTRICT PROFILE which includes pertinent information about the district such as the school names and addresses.

4.0 DISTRIBUTOR MINIMUM QUALIFICATIONS

Distributor awarded the Contract must have a minimum of one (1) year of experience in commercial food warehousing/delivery business and must maintain all required state and local business licenses and a Certificate of Authority from the Secretary of State of North Carolina. Distributor shall provide documentation of applicable license, certification, commercial experience, storage and delivery equipment and/or letters of current customer and supplier reference upon request of the School District for qualification to furnish products and services in accordance the terms and conditions of this IFB. The School District reserves the right to make the final determination as to the Distributor's ability to provide the products and services requested herein.

5.0 DISTRIBUTOR INSURANCE REQUIREMENTS

- 5.1 The Distributor awarded the Contract shall maintain all necessary insurance for the period during which purchases are made, including Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance. The Distributor must provide **Evidence of Insurance** in that it currently has, and agrees to purchase and maintain, during its performance under this Contract, from one or more insurance companies authorized to do business in the State of North Carolina. In addition, the School District Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies.
- 5.2 **Certificates of such Insurance** shall be furnished by Provider to the School District Contact and shall contain an endorsement to provide the School System at least 10 days written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract. **ATTACHMENT B** - provide summary and mail certificates to school district.
- 5.3 **Commercial General Liability** – Distributor shall maintain Commercial General Liability insurance that shall protect the Distributor from claims of bodily injury or property damage which arise from performance under this Contract in the amount of \$1,000,000 each occurrence and Personal & Advertising Injury \$1,000,000 each occurrence with \$2,000,000 General Aggregate.
- 5.4 **Vehicle Bodily Injury and Property Damage** - The Distributor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.
- 5.5 **Worker's Compensation** - The Distributor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employer's liability insurance of all employees participating in the provision of services under this contract.
- 5.6 Should any of the above required insurance be cancelled or terminated before the expiration, the issuing company will provide at least ten (10) days written notice to the School District.

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
- Competitive Bids reveal the cost of a domestic product is significantly higher than a non-domestic product or; product(s) may qualify under the Richard B. Russell National School Lunch Act's Buy American provision for purchasing food and food products used in School Nutrition Programs which states that products are acceptable provided over 51% of the final processed product(s) consist of agricultural commodities that are of US origin.

7.3.1 All non – domestic product bid is required to meet USDA Food Safety, Recall requirements, and specifications of the bid.

7.3.2 The USDA **Buy American Provision** requires the Country, or Countries of Origin, of ALL Non-Domestic food purchased from the Distributor be **approved in advance** by the School District CN Administrator. Changes to a products Country of Origin, not specified on the bid document, requires notification and written approval, in advance of delivery, of the product to the School District.

7.4 QUANTITY REQUESTED PRICING – The Distributor shall shop the market for the lowest price for the **quantity requested** on the bids received from school district.

7.5 SPREADSHEET PRICING DIRECTIONS: The **INSTRUCTIONS for completing the Bid Spreadsheet are provided with the bid.** The instructions provide full direction details.

7.6 UNIT PRICE/EXTENSION DISCREPANCY: In the event of a discrepancy between the unit price and extension, the unit price will be considered correct. Errors found in Distributor NEW bid extensions will be corrected and reported to the affected Distributor(s.) All Distributors will be notified of the corrected bottom line by the School District.

8.0 FIRM FIXED FEE BID PROCEDURES

8.1 FIRM FIXED FEE –The Fixed Fee is charged "per case" and shall encompass the costs of the product's receipt into storage, distribution, financing and profit, production losses, analyses cost, waste, labor, overhead, and transportation costs of the line items.

8.2 The Fixed-Fee shall remain **firm for the duration** of the Contract, and for the duration of any Summer Nutrition Programs offered by the School Districts and any future Contract renewal period(s). Exceptions: Fuel Increase Force Majeure.

8.3 The Fixed-Fee will be the **same for ALL items in an individual** for the pack size shown on the bid spreadsheet. **PRODUCE: FIXED FEE SPLITS** – Distributors should calculate the cost of case splits into the fixed fee structure as requested by the individual School District. **The fixed fee for "splits" is divided by the fraction of a case provided** – i.e. – a half case is the full fixed fee x .50; a quarter case is the full fixed fee x .25, etc. **The Distributor shall indicate the splits they will provide by checking the box provided on the line item of products that may be split.** The total fixed fee shall encompass the potential splits required by the school district.

11.1.3 PRODUCE SPREADSHEET: SECTION IV ADDITIONAL ITEMS— The school district will list additional items with usage in this section. The Distributor may provide either annual contract pricing or weekly pricing. All pricing will be included in the bid bottom line.

11.1.4 If supplier school bid pricing from the week of June 20, 2021 is not available for the additional item(s) listed in this section, distributor must obtain price quotes from a supplier from the week prior to this bid opening – week of August 2-August 6, 2021. This will allow distributor to obtain price quotes on ALL produce listed. Price quotes in this section will be compared to market reports.

12.0 FARM-TO-SCHOOL DELIVERY BY DISTRIBUTOR

12.1 FARM TO SCHOOL DELIVERY FEE = Distributor's Flat Fixed Fee X the Estimated Cases to be stored. Fee provided is per case delivered and total is computed to the bid bottom line.

13.0 IFB - CONTRACT DEFINITIONS

13.1 ACCURACY OF PRICING: The accuracy of all unit prices, fixed - fees and statements contained in this bid is the responsibility of the Distributor, and no change or cancellation may be made except as provided in this IFB Contract or it's amendment(s).

13.2 BILL BACKS: Per **USDA Regulation 210.21**, all manufacturer cash discounts, label allowances, group allowances and promotions shall go to the benefit of the School District. Any documentation pertaining to such discounts, bill backs or allowances, will be provided with the product audit request.

13.3 BRAND AND GRADE LABELS: The Distributor shall provide documentation of **Brand and Grade Labels Identification** indicating first, second and third quality Grade Labels associated with private labels that may be used in this Contract.

13.4 BUY AMERICAN (BA) CERTIFICATION – Certification of the BA is required to be provided for all Distributor bid food product specifications to meet USDA Buy American requirement by June 1 of each year for products bid that are not a pre-approved brand (private label and other) and any changes to such products to be delivered. Certifies the ingredients in the products were both processed in the U.S. and contain over 51% of its agricultural food component, by weight or volume, from the U.S.

13.5 COMMUNICATION: The awarded Distributor shall communicate continuously via electronic messaging with the School District customer concerning product orders, product movement levels, substitutions, inventory, manufacturer shortages, production issues, etc.

13.6 CUSTOMER ISSUES: The Distributor will provide prompt response to customer issues regarding product quality, product delivery, and product damage, credits or billing transaction documentation. Failure to resolve customer issues in a timely manner may result in contract termination, or future bid disqualification.

13.7 DISTRIBUTOR OPTION TO DECLINE: The Distributor awarded the Contract has the option to decline. Any award declined by a Distributor will be awarded to the qualified Distributor with next lowest price. If the first Distributor awarded the Contract chooses to decline the award, **the Distributor is required to provide a written request of relief to the School District within five (5) working days.**

13.8 DISTRIBUTOR FACILITIES: The warehouse facilities and delivery vehicles shall be clean, be free of insects and rodents, and meet all federal and state regulations for storing and delivery of dry, chilled, and frozen food products.

13.9 HACCP: All Distributors submitting bids must provide a current **Hazard Analysis Critical Control Point Summary (HACCP)** describing the Distributors on – site food sanitation and safety practices meeting federal regulation. The awarded bidder must maintain a current HACCP plan through the duration of this contract.

ATTACHMENT A

13.10 INTERFACE WITH MANUFACTURERS: The Distributor must communicate district problems relating to product levels and product quality and provide the school district notification of supplier issues, including but not limited to, production, shortages, transportation or product discontinuance.

13.11 NON – DOMESTIC FOODS: Any non-domestic product (non - manufactured in the U.S. and containing less than 51% U.S. ingredients) delivered to the School District, without the prior, written approval of the Child Nutrition Director, or designee, shall be rejected at the delivery point.

- Distributor is certified as Small Business/Minority Business/Women Owned Business.
- All else being equal, by coin toss by the School District with tie Distributor present.

16.2 REJECTION: The School District reserves the right to reject any, and all Bids, or any parts thereof, and request resubmission of bids from all distributors as deemed in the best interest of the School District.

16.3 BID ERROR: In the event of an error in a product specification or pricing, that item will be **excluded** from the tabulation. Any item excluded from the bid tabulation will be excluded for ALL bidders for evaluation purposes only. Multiple bid errors may be rationale for a Distributor's bid disqualification.

16.4 PIGGYBACK CLAUSE: The Piggyback Clause is a Legal Provision that may be employed by a local School district in the circumstance of no bids received or all bids received are disqualified. If employed, documented Distributor Agreement, Legal Advertisement of Waiver for Competitive Bidding and Local Board Approval by both Districts is required. Pursuant to G. S. 143-129 (g), when a Local Board of Education (BOE) determines it is in the best interest of the member district over which it has authority, the requirement for competitive bidding may be waived for the purchase of food and supplies contained herein, including all subsequent Amendments, to allow the member district to purchase from the bid/contract with any other member district within the NCPA. The member district's BOE, having approved the waiver for competitive bidding, may enter into a new and separate contract with a Distributor who has contracted with another member district provided the member district's BOE is in agreement and the Distributor is willing to extend the same or more favorable prices, terms and conditions to the member district for which competitive bidding has been waived.

17.0 PRELIMINARY DISTRIBUTOR BID AWARD

17.1 Awards are considered "PRELIMINARY" until the following is completed:

17.1.1 The School District reviews the line-by-line prices for accuracy of additions and extensions, brands, and compliance with all instructions to ascertain that the offer is made in accordance with the terms and conditions of the IFB. School officials who find error(s) in calculations will adjust and correct and notify bidders individually.

18.0 "NS" NON- STOCKS

18.1 Under the terms of this agreement, the School District may purchase products that are not specified on the bid specifications, at Cost - Plus Fixed Fee. The intentions of these purchases are for small quantities of products used for things such as special mealtime needs, catering and school functions "stocked" by the Distributor and new menu items for district wide student testing. Minimum order requirements of the manufacturer must be discussed with Distributor if the item is not stocked and would be a "special order." The total value of all additional goods including quantities of listed goods that exceed estimated quantities required under this contract is limited to 20% of the estimated value of the contract at the beginning of the contract year.

19.0 SUBSTITUTION AND DISCONTINUED PRODUCT REQUIREMENTS

19.1 The Distributor awarded the Contract shall order goods from manufacturers in economical quantities and maintain inventories at a level sufficient to prevent out of stock situations while avoiding excessive inventories which may be counter-productive to efficiency. Product substitutions due to out of stock situations should be held to an absolute minimum. Distributor "out of stock" percentage is expected at 3% of invoice orders or less. Excessive substitution due to Distributor order errors may jeopardize future business from the School District or invoke Termination Proceedings.

19.2 Any Distributor substitution that is not pre-approved in writing, by the Child Nutrition Director or her/his designee, will be rejected by the School District. The School District will not be responsible to purchase quantity of School District estimated usage affected by Distributor substitution.

increase for that product using procedures outlined in the Force Majeure section of this IFB. The awarded Distributor must maintain records of documentation regarding prices within this contract, and any and all price changes until they have been audited.

21.0 TRANSMITTAL OF DELIVERY ORDERS

- 21.1** Orders will be submitted to the Distributor awarded the Contract by the School District on a schedule and by a method that is mutually agreeable to both parties. The School District prefers the shortest lead time possible in order to minimize inventory levels at schools. Order requirements not covered in this section should be listed in Special Conditions.
- 21.2** Orders may be transmitted electronically or by fax as mutually agreed upon by the Distributor awarded the Contract and the School District. Printed or electronic order guides shall be furnished by the Distributor for recording and/or transmitting orders. If Internet-based, electronic ordering systems are used, the Distributor will provide training on use of their ordering system to necessary School District personnel. The Distributor must block non-bid items from electronic ordering systems available to the School District.
- 21.3** The Distributor awarded the Contract shall provide a representative to screen orders, discuss orders with the Child Nutrition Director, or designee, **on a weekly basis**; the representative shall ensure compliance with scheduled delivery, discuss substitutions and shortages, facilitate approval of substitutions, finalize orders for delivery (including USDA Donated Foods if required), and screen delivered orders for shortages, errors, and pricing mistakes.

22.0 BILLING AND PAYMENT REQUIREMENTS

- 22.1** Payment will be due to the Distributor awarded the Contract within thirty (30) days of date of the statement, or more frequently, as designated by the School District in Special Conditions.
- 22.2** The Distributor awarded the Contract shall issue credit memorandums for returned/picked up items within ten **(10) working days** from the request to do so. Failure to issue credit memorandums in a timely manner shall constitute grounds for withholding payments.

23.0 SITE DELIVERIES

- 23.1** Deliveries shall be made to schools on a regular schedule between hours that are mutually agreed upon by the Child Nutrition Director and Distributor in a meeting after award of the Contract. Any deviation of the Distributor from the schedule will require notification of the Child Nutrition Director or designee.
- 23.2** Only one (1) Distributor delivery per school site per week is anticipated, but the School District reserves the right to require more/less than one delivery per week, as needed and as volume requires. Known need for deliveries of more/less than one per school site per week shall be indicated within **Special Conditions**. Small school districts will make efforts to work with the Distributor to consider order volumes and reduce frequency of small volume deliveries but are under no obligation to accept less than one delivery per school site per week.
- 23.3** Delivery schedules shall be submitted by the Distributor to the Child Nutrition Director for approval a minimum of two (2) weeks prior to the first delivery and remain constant from week to week. To the degree possible, delivery routes should feature dedicated trucks that deliver in sequence to district schools on a predictable time – table. Conflicts with arrival and departure of students may require Distributor changing delivery routes for safety concerns.
- 23.4** The Distributor shall be notified by the School District in advance of holidays, student vacation and teacher workdays so that arrangements can be made for deliveries as approved by the Child Nutrition Director. The School District shall provide the Distributor the school calendar. The School District will make efforts to provide advance notification to the Distributor in the event of weather-related closings.

27.0 FIXED – FEE ADJUSTMENT FOR FUEL PRICE INCREASE

- 27.1 The fixed - fee for fuel price increase may be adjusted mid-contract and at bid renewal. No other criteria may be considered in adjusting the fixed - fee. The Distributor may propose an increase in the flat fixed - fee if the following conditions exist: On the first Monday in November, if the price of fuel exceeds thirty (30) percent of the base fuel price, as established on the date of the initial Bid opening according to the Weekly on Highway Diesel Prices for the Lower Atlantic Region issued by the Energy Information Agency at: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_w.htm
- 27.2 If conditions exceed 30% of the base fuel price, Distributor may submit a written request for a mid-contract adjustment to the fixed - fee; the request must be submitted to the CND of the School District with a copy within forty – five (45) days of February 1. The request must include justification and market documentation for the increase based on fuel cost.
- 27.3 To propose an increase in the fixed - fee, the Distributor shall: (1) Determine if the base fuel cost (as reflected at the Bid opening) has increased by thirty (30) percent, and if so, (2) Document the increase in the price per gallon over the initial base fuel cost.
- 27.4 The increase in the fixed - fee shall be based on \$.01 per each \$.20 increase in the cost of fuel per gallon. For example, if the base fee established at bid opening is \$2.30 and fuel prices increased by forty – five (45) percent to \$3.33 per gallon on November 1, the \$.01 may be applied per unit as indicated in the Distributor's original Bid.
- 27.5 The increase in the flat fixed – fee, based on fuel prices, may not exceed \$.03 per unit in a contract period. The increase in the fixed - fee adjustment at mid-Contract will take effect on Feb. 1 of the contract year.
- 27.6 The same conditions for adjusting the fixed - fee shall apply to the Renewal of the Contract. If, on the first Monday in May, the cost of fuel exceeds thirty (30) percent of the base price that was established November 1, the Distributor may propose an increase in the fixed - fee, using the same procedure described in Item 27.2 of this Section. The adjustment to the fixed - fee shall not exceed \$.03 per unit. If, however, the price of fuel has dropped by thirty (30) percent from the base that was established on November 1, the Distributor shall reduce the fixed - fee accordingly.

28.0 PRODUCT USAGE REPORTS FROM DISTRIBUTOR

- 28.1 The Distributor awarded the Contract shall provide UPON REQUEST electronic product utilization reports to the Child Nutrition Director, or designee, within 4 days of the request. These reports shall be submitted for total quantity delivered per line item (including substitutes for a bid line item) in the terms of bid units per school delivery point and/or combined district total.
- 28.2 Payments for the month prior to the due dates for the utilization reports may be withheld at the discretion of School District officials until utilization reports are received.

29.0 RECORDS RETENTION REQUIREMENTS

- 29.1 By signing this bid, the Distributor understands that the SCHOOL DISTRICT, 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.
- 29.2 Additionally, the Distributor must provide all documents as necessary for the independent auditor to conduct the SCHOOL DISTRICT's single audit. The SCHOOL DISTRICT will contract to have the single audit conducted as a regular, direct expense to the SCHOOL DISTRICT; Child Nutrition funds may not be used for this purpose.
- 29.3 The Distributor must retain pertinent records identified by source, type, and category for a minimum of three years after the School District 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 audit issues.

31.3 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 SCHOOL DISTRICT and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract. The offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SCHOOL DISTRICT 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, neither the SCHOOL DISTRICT 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 SCHOOL DISTRICT declares the offering entity in default, 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, Distributor s must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

32.0 REMEDIES FOR DISTRIBUTOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT

- 32.1 If the Distributor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, they must supply the same products or services contracted from other sources at the contract price. The distributors delay in the above will constitute the distributor's material breach of contract, whereupon the SCHOOL DISTRICT may terminate the distributor's contract for cause as provided by the remainder of this section.
- 32.2 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.
- 32.3 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 SCHOOL DISTRICT may, in its sole discretion, terminate this contract in whole or in part, provided such termination follows the remaining requirements of this section.
- 32.4 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 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) calendar 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. Failure to respond to the written notification of termination to rectify defects within five (5) working days will result in immediate termination of contract.
- 32.5 Notwithstanding anything contained in this section, in the event of documented and persistent breaches of any provisions in this contract by the Distributor, which are not addressed and rectified in a timely manner, the School District reserves the right to enforce the performance of this contract in any manner prescribed by law, including termination of the contract as deemed to be in the best interest of the school district.

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

- the Distributor's failure to adhere to any of the provisions of the General Terms and Conditions of this IFB,
- the Distributor delivering any product(s) that fail to meet the Item Specifications included in this IFB relating to the awarded product(s),
- the Distributor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SCHOOL DISTRICT,
- the Distributor's failure to provide timely, accurate billing and credits to the SCHOOL DISTRICT,
- the Distributor's failure to meet the required delivery schedules as identified in the contract documents, or
- the Distributor'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. 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 School District elects to purchase other products from other sources, the School District will invoice the Distributor for any increased costs to the School District and the Distributor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 36.2 The Distributor 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. 165).
- 36.3 The Distributor 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.
- 36.4 The Distributor 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".
- 36.5 The Distributor shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
- 36.6 The Distributor shall comply with the provisions of the Consumer Product Safety Act.
- 36.7 The Distributor shall provide notification of **HUB Certification. ATTACHMENT F**
- 36.8 The Distributor shall complete and sign the **Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying ATTACHMENT G** and shall include this document as part of the Agreement.
- 36.9 The Distributor shall provide notification of **Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions ATTACHMENT H**
- 36.10 The Distributor shall abide by all APPLICABLE State and Federal laws and policies of the State Board of Education when providing services under this Contract.
- 36.11 The North Carolina Department of State Treasurer is providing this letter to Local Government Units to explain new contracting and procurement compliance obligations created by the Iran Divestment Act of 2015 (N.C.G.S. 143C-6A-1 to 6A-9).^{*} Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new bid process, each new contract, and each renewal or assignment of an existing contract. **ATTACHMENT I** The specific requirements are as follows:
- Local Government Units must obtain a one-page mandatory certification under the Act. (See sample "Contract Certification" form for details.)
 - Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List. This list will be posted on the Department of State Treasurer's website on February 26, 2016 and will be updated every 180 days. (See "Contract Restrictions" for details.)
- 36.12 The Distributor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- 36.13 The Distributor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- 36.14 The Distributor shall comply with the provisions of the Davis-Byrd Act, as amended (40 U.S.C. 3141-3148).
- 36.15 The Distributor shall comply with the provisions of the Rights to Inventions Made Under A Contract or Agreement. <https://www.law.cornell.edu/cfr/text/37/part-401> go to this link for scope and definitions

ATTACHMENT J – No Bid Response

Wards Fruit & Produce, Inc.

HACCP Food Safety Program Review

At Ward's Fruit & Produce, Inc., Food Safety is an integral part of our entire operation. It includes receiving, cooling, packing, shipping, and warehousing. It also includes non-production issues such as employee training and training materials.

Food Safety programs are dynamic in nature, requiring ongoing review when necessary. As a result, each management action ensures that Food Safety is paramount to the overall objective of Ward's Fruit & Produce, Inc..

The goal of the Food Safety and Hazard Programs is to institute a proactive food safety system for its receiving, cooling, packing, and warehousing and shipping operations whereby any potential product hazards are anticipated and controlled from product reception through distribution. Food safety and quality control are the responsibility of all the employees of Ward's Fruit & Produce, Inc., affiliated service and product providers. Management has provided the tools and established guidelines for producing safe, wholesome, quality products. ALL employees are accountable for consistently maintaining these standards.

The Food Safety and Hazard Programs have been established with the help of the company officers. Although the burden of food safety and quality control is in the hand of management and supervisors, all employees serve as inspectors when product moves through their area. Ward's Fruit & Produce, Inc. employees are authorized to hold or reject product found to be out of compliance, subject to the evaluation and final approval of authorized management.

What does the program consist of?

The purpose of this food safety plan is to help ensure the environmental conditions and facility practices are sound and reduce the risk of producing unsafe products.

This plan is designed to address specific points of our process, according to the type of product we market, the material used and the operations associated with the temporary storage, preparation, and shipping of the product.

The use of Good Manufacturing Practices (GMPs) and Standard Operating Procedures (SOPs) assists us in providing safe and high quality products.

What are GMPs?

Good Manufacturing Practices (GMPs) are federal regulations detailed in 21 CFR Part 110 regarding the manufacturing, packing, and holding of human food which oblige manufacturers to control the risk of filth, chemical, microbiological and other contaminants in food that may be harmful to humans.

Our GMP's include, but are not limited to: the associated risks, observations, and preventative measures of the employee practices, product preparation procedures and equipment condition/use. Adhering to GMPs can reduce the risk of contaminants from all three categories: microbiological, physical or chemical.

Ward's Fruit & Produce, Inc

A microbiological risk: Food and water are known to be vehicles for spreading localized pathogenic microorganisms; hence, microbiological contamination of a pathogenic nature such as *E. coli*, *V. cholera*, *Salmonella* spp, *Shigella* spp, *Listeria mono.*, *Cryptosporidium p.* or virus types Norwalk and Hepatitis.

A chemical risk is the possibility of a chemical element such as sanitizers, cleaners, or lubricants when used incorrectly to contaminate the product.

A physical risk is the possibility of materials such as wood, glass, etc. to be introduced into the product.

What is a SOP?

A Standard Operating Procedure (SOP) is a description of a particular task or instruction that someone follows to complete a job safely and in a way that maximizes operational and production requirements. SOPs can help ensure that government regulations are satisfied and can also serve as an explanation of steps in a process if a recall is to occur.

The SOPs included here address:

- ✓ Purpose.
- ✓ Frequency.
- ✓ Responsible party.
- ✓ Procedures.
- ✓ Preventative or corrective measures.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2021

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

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

PRODUCER
Chapman Insurance Agency Inc
6829 Falls of Neuse Rd Ste 103
Raleigh, NC 27615
John Chapman

919-676-5066

CONTACT NAME: Diane Barker

PHONE (A/C, No, Ext): 919-676-5066

FAX (A/C, No): 919-676-9114

E-MAIL ADDRESS: diane@chapman-insurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Erie Insurance Exchange

26271

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Wards Fruit & Produce Co Inc
Wards Triad Produce, Inc.
1109 Agriculture St
Raleigh, NC 27603-2373

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Q97-1142859	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						VED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER					\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	Q10-1540089	10/15/2020	10/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				
	EXCESS LIAB	CLAIMS-MADE	Q34-1570444	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTIONS					AGGREGATE \$ 5,000,000
						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Q96-3101375	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				E L EACH ACCIDENT \$ 500,000
						E L DISEASE - EA EMPLOYEE \$ 500,000
						E L DISEASE - POLICY LIMIT \$ 500,000
A	<input checked="" type="checkbox"/> Hired Physical Dam		Q10-1540089	10/15/2020	10/15/2021	Comp Ded 500
						Coll Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

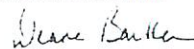
INSURED

Insured Copy

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ATTACHMENT C


NC LUNS福德 ACT N.C. General Statute 14-208.18

The Distributor 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, among other things, being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS:

1. The Distributor shall conduct or have conducted within the previous twelve (12) months, a criminal background check (which includes a check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry) (collectively, "listed registries") on each of its employees or agents who, pursuant to this Agreement, engage in any services on the premises of a school or within 300 feet of any location intended primarily for the use, care, or supervision of minors, including but not limited to schools, children's museums, child care centers, nurseries, and playgrounds, prior to any such employee or agent engaging in such services.
 - a. Distributor shall conduct such criminal background checks no less than once every twelve (12) months thereafter.
 - b. Distributor shall maintain a log of the date and results of all such criminal background checks and subsequent criminal background checks for those assigned employees and agents.
 - c. Within 5 days of a request from the school district, Distributor shall provide to the school district the log and results required by subsection b above.
2. Distributor shall not assign any employee or agent to, pursuant to this Agreement, provide services on the premises of a school or within 300 feet of any location intended primarily for the use, care, or supervision of minors, including but not limited to schools, children's museums, child care centers, nurseries, and playgrounds if said worker:
 - a. appears on any of the listed registries;
 - b. has been convicted of any crime, whether misdemeanor or felony, involving a minor;
 - c. has been convicted of any felony involving sex, violence, or drugs; or
 - d. has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel.
3. Each North Carolina school district reserves the right to prohibit any individual employee or agent of Distributor from providing services on school district property or at any school district events if the school district(s) determines, in its sole discretion, that such employee or agent poses a threat to the safety or well-being of students, school personnel or others.

Signed:

	Joseph R. McNeill	Vice President
Authorized Signature	Printed Name	Title
Ward's Fruit & Produce Company	Raleigh, NC 27603	
Name of Company	City, State, Zip Code	
919-828-4161	joey@wardproduce.com	8/18/21
Telephone	E-Mail	Date

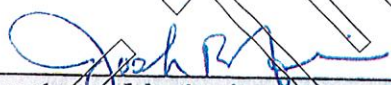
ATTACHMENT D

DISTRIBUTOR'S FOOD RECALL POLICY/PROCEDURES

The U.S. food service industry is the safest in the world, but issues surface from time – to – time requiring fast and effective communication to recall a product that has been deemed unsafe.

Provide a summary, or attach a document, explaining your company policy on addressing Food – Recalls.

Ward's Fruit & Produce Company Inc
Company Name (Type)



Signature of Authorized Representative

Joseph R. McNeill

Print Authorized Representative Name

8/18/21
Date

ATTACHMENT E

PRODUCE – GAP CERTIFICATION - PRODUCE DISTRIBUTORS ONLY

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

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

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

Ward's Fruit & Produce Company Inc
Company Name (Type)


Signature of Authorized Representative

Joseph R. McNeill

Print Authorized Representative Name

8/18/21

Date

ATTACHMENT F

HUB CERTIFICATION

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 IFB.

Mark YES or No with an "X" as applicable and sign below.

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

Required documentation for recognition as a HUB:

Check all that apply:

- ☐ Minority
- ☐ Small Business
- ☐ Women Owned

☒ **No**, I certify that my company does not qualify for HUB status.

Ward's Fruit & Produce Company Inc

Company Name (Type)


Signature of Authorized Representative

Joseph R. McNeill

Print Authorized Representative Name

5/18/14

Date

ATTACHMENT G

CERTIFICATION OF CONTRACTS, GRANTS, LOANS, COOPERATIVE LOBBYING AND COOPERATIVE AGREEMENTS

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.

Ward's Fruit & Produce Company Inc
Company Name (Type)


Signature of Authorized Representative

Joseph R. McNeill

Print Authorized Representative Name

8/18/21

Date

ATTACHMENT H

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- (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.

Ward's Fruit & Produce Company Inc
Company Name (Type)


Signature of Authorized Representative

Joseph R. McNeill

Print Authorized Representative Name


Date

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 copy of the regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT I



STATE AND LOCAL GOVERNMENT FINANCE DIVISION AND THE LOCAL GOVERNMENT COMMISSION

NORTH CAROLINA

DEPARTMENT OF STATE TREASURER

J
TREASURER

Memorandum # 2016-10

GREGORY C. GASKINS
DEPUTY TREASURER

TO: All Local Governments, Public Authorities and Their Independent Auditors

FROM: Sharon Edmundson, Director, Fiscal Management Section

SUBJECT: Iran Divestment Act Notice for Local Governments in North Carolina

DATE: February 17, 2016

The North Carolina Department of State Treasurer is providing this letter to Local Government Units to explain new contracting and procurement compliance obligations created by the Iran Divestment Act of 2015 (N.C.G.S. 143C-6A-1 to 6A-9). Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new bid process, each new contract, and each renewal or assignment of an existing contract. The specific requirements are as follows:

1. Local Government Units must obtain a one-page mandatory certification under the Act. (See sample "Contract Certification" form below for details.)
2. Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List. This list will be posted on the Department of State Treasurer's website on February 26, 2016 and will be updated every 180 days. (See "Contract Restrictions" below for details.)

Background

The Iran Divestment Act's requirements applicable to Local Government Units** will become effective on February 26, 2016, at the time the State Treasurer publishes the first list of prohibited companies and individuals (a "Final Divestment List") under the Act.

* The Iran Divestment Act of 2015 can be found online at:
<http://www.ncleg.net/Sessions/2015/Bills/Senate/PDF/S455v5.pdf>

** The Act's requirements use the term "State agency." G.S. 143C-6A-3(7) provides that in the act, the term "State agency" includes not only State departments, boards, and commissions, but also "any political subdivision of the State" such as a Local Government Unit.

Final Divestment List

The Department of State Treasurer develops the Final Divestment List using data from a research vendor, U.S. federal sanctions lists, and other credible information available to the public. It consists of any individual or company, including parent entities and majority owned subsidiaries, that:

- Provided goods or services of \$20,000,000 or more within any 12-month period in the energy sector of Iran during the preceding five years.
- Extended \$20,000,000 or more in credit, under certain circumstances, to another individual or company that will use the credit to provide goods or services in the energy sector in Iran. (G.S. 143C-6A-3(4).)

The Department of State Treasurer will update the Final Divestment List at least every 180 days. The list will be published on the State Treasurer's website at www.nctreasurer.com/iran and periodically circulated to Local Government Units.

Requirement 1: Contract Certification

For new procurements and new, renewed, or assigned contracts on or after February 26, 2016, each Local Government Unit must obtain a simple certification from each bidder or vendor. The bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at www.nctreasurer.com/iran as of the date of signature. The certification is due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 143C-6A-5(a).)

We have attached on the next page a short form that can be used for this certification, but Local Government Units are free to instead use their own form or put the required certification in the text of a contract or purchase order. Each Local Government Unit shall maintain its own records demonstrating these certifications.

Requirement 2: Restriction on Contracting

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms. (G.S. 143C-6A-6(c).)

Contracts valued at less than \$1,000.00 are exempt from this restriction. (G.S. 143C-6A-7(a).) In addition, a Local Government Unit may contract with a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (G.S. 143C-6A-7(c).) Local Government Units shall

enter such exemptions into the procurement record.

The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer's Final Divestment List (N.C.G.S. 143C-6A-5(b).) It is each vendor's responsibility to monitor its compliance with this restriction.

Next Steps

The Department of State Treasurer anticipates distributing the first Final Divestment List on February 26, 2016. Once the List has been distributed, all Local Government Units should meet the contract certification requirements.

If you have questions about the Department of State Treasurer's Iran Divestment Policy, please contact Dale Falwell at dale.falwell@nctreasurer.com or 919-814-4289.

Name of Vendor or Bidder: Ward's Fruit & Produce Company Inc

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4

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

Signature Vendor Required

Joseph R. McNeill

8/18/21
Date

Vice President

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

2021-2022 Bid Special Conditions

School Nutrition Services of Union County Public Schools:

Special Conditions are circumstances that are required of ALL bidders for the PRODUCE BID. NOTE: In bid renewals, Special Conditions that change the original bid parameters of the bid are not allowed.

- Staff hours for accepting deliveries will be 6:00 am - 3:00 pm.
- Deliveries after 3:00 pm may subject the distributor to charges for overtime payment to School Nutrition Employees.
- Delivery schedule for 2021-22: Last delivery would be 2 weeks before the last day of school.
- East Elementary may require a twice per week delivery.
- 49 sites require deliveries.
- All schools must have line delivery on the same day of the week.
- UCPS will pay all bills on a Net 30 pay schedule.
- One (1) year round delivery site in July.
- Summer feeding bi-weekly deliveries.
- UCPS requires that all locks remain locked - a key will be given to delivery personnel upon arrival at site to use as they bring in each load.
- Sites with Fresh Fruit and Vegetable Grant Program will require pricing for additional seasonal fresh, fruits and vegetables.

[Signature]
8/2/21

2021-2022 Bid Special Conditions

**DISTRIBUTOR
AGREES TO CONDITIONS
SPECIAL CONDITIONS**

The Distributor has read and agrees to provide the Special Conditions.

Joseph R. McNeill

Vice President

Title of Distributor Representative

Comments by the Distributor to the Special Conditions should be made below.

Signature of Distributor Authorized To Sign Bid

Date 8/12/21

OFFICIAL UCPS DISTRIBUTOR BID 2021-22

Union County Public Schools
Produce Bid
Bid Period October 1, 2021 -
July 31, 2022

School
District: Union County Public Schools

Vendor
Name:

Ward's Fruit & Produce Company Inc

Date: \$ 2.45

Fee Splits:

1/2 case \$ 1.40

1/4 case \$ 1.10

1/5 case

1/6 case

1/10 case

ALL PRODUCE LISTED ON THIS SHEET MUST BE PRICED AND WILL BE ADDED TO THE BOTTOM LINE AWARD

Will Split Fee	Weekly	Description	Approved Brand Name	Vendor Pack	Sygs per cs	Bid Unit	Est. Bid Qty	Bid Qty	Distributor Code #	Unit Price	Fee	Unit Price plus Fee	Total Price	Cost per Serving
1/4	A	Bananas, Green Tip	DELMONTE	40 lb	40	Cs	1,090	1090.00	BANSCH	\$ 16.00	\$2.45	\$ 18.45	\$ 20,110.50	\$ 0.4613
N/A		Fresh: US #1 Grade, #3, yellow, green tip												
		Regular size, 100-120 ct. per case. Available in 10# split cs.,												
		Country of Origin: COSTA RICA												
1/2	X	Broccoli Florets	CAROLINA FRESH	4/3 lb	12	Cs	719	719.00	BROFLA3	\$ 18.25	\$2.45	\$ 20.70	\$ 14,883.30	\$ 1.7250
1/4		Fresh: Made from US # 1 Grade, sulfite free, code dated.												
N/A		Available in 3# split cs.												
		Country of Origin: USA												
1/2	W	Carrots, Baby Peeled	L&M COMPANIES	4/5 lb	20	Cs	900	900.00	CARSL	\$ 20.35	\$2.45	\$ 22.80	\$ 20,520.00	\$ 1.1400
1/4		Fresh: US #1 Grade, Code dated. Available in 5# split case.												
N/A		Country of Origin: USA												
N/A	W	Potatoes, Baking	DENNIS ENNIS PRODUCE	90 Ct	90	Cs	612	612.00	BAK90	\$ 15.00	\$2.45	\$ 17.45	\$ 10,679.40	\$ 0.1939
		Fresh: US #1 Grade, Russet, 50 lb.												
		Country of Origin: USA												
1/2	A	Spinach	CAROLINA FRESH	4/2.5 lb	10	Cs	729	729.00	SPIC	\$ 16.20	\$2.45	\$ 18.65	\$ 13,595.85	\$ 1.8650
1/4		Fresh: Cello Packed, Stemmed And Washed, Code-Dated.												
N/A		Available in 2.5# split												
		Country of Origin: USA												

OFFICIAL UCPS DISTRIBUTOR BID 2021-22

Union County Public Schools
Produce Bid
Bid Period October 1, 2021-
July 31, 2022

Will Split Fee	Weekly	Description	Approved Brand Name	Vendor Pack	Sygs per cs	Bid Unit	Est. Bid Qty	Bid Qty	Distributor Code #	Unit Price	Fee	Unit Price plus Fee	Total Price	Cost per Serving
Section III:														
N/A	W	Apple, Fuji Fresh: US #1 or higher. Minimum 40 lb. Case, Tray Pack Tray Pack 1 apple=12 c. Fruit Country of Origin: USA	CAROLINA FRESH	88 ct	88	Cs	300	300.00	APPF	\$ 25.45	\$2.45	\$ 27.90	\$ 8,370.00	\$ 0.3170
1/2	W	Cabbage, Green, Round Fresh: US #1 Grade Standard, medium size. Available in 25 lb split case. Country of Origin: USA	ALVERADO	50 lb	50	Cs	134	134.00	CAB	\$ 11.00	\$2.45	\$ 13.45	\$ 1,802.30	\$ 0.2690
N/A	W	Cantaloupe Fresh: US #1 Grade, Standard 9-12 ct. Available in 3 ct split case. Country of Origin: USA	FRESH PIK	9-12 ct	9	Cs	188	188.00	CAN	\$ 14.00	\$2.45	\$ 16.45	\$ 3,092.60	\$ 1.8278
1/4	W	Caiflower Florets Fresh: US #1 Grade, Sulfite free, Code dated. Available in 3 lb split case. Country of Origin: USA	L&M COMPANIES	4/3 lb	12	Cs	244	244.00	CAUFL43	\$ 23.95	\$2.45	\$ 26.40	\$ 6,441.60	\$ 2.2000
1/2	W	Celery Stalks Fresh: US #1 Grade. Available in 3-6 stalk split case. Country of Origin: USA	L&M COMPANIES	30-36 Ct	30	Cs	115	115.00	CEL	\$ 25.70	\$2.45	\$ 28.15	\$ 3,237.25	\$ 0.9383
1/6	W	Grapes, White, Seedless Fresh: US #1, Fancy Table Country of Origin: MEXICO	BALDOR	18 lb	18	Cs	95	95.00	GRAWH	\$ 44.00	\$2.45	\$ 46.45	\$ 4,412.75	\$ 2.5806
N/A	W	Kale, Curley Fresh: US #1 grade Country of Origin: USA	BUNCE	24 Ct	24	Cs	200	200.00	KAL	\$ 12.00	\$2.45	\$ 14.45	\$ 2,890.00	\$ 0.6021
1/2	W	Lettuce, Green Leaf, 24 ct Fresh: US #1 grade, grown in US. Available in 3 ct split cases Country of Origin: USA	MAS & FILS	24 Ct	24	Cs	175	175.00	LEA	\$ 9.90	\$2.45	\$ 12.35	\$ 2,161.25	\$ 0.5146
1/4	W	Onions, Yellow, Jumbo Fresh: US #1 Grade. Available in 5# split cases. Country of Origin: USA	CAROLINA FRESH	25 lb	25	Cs	380	380.00	ON125	\$ 8.32	\$2.45	\$ 10.77	\$ 4,092.60	\$ 0.4308

OFFICIAL UCPS DISTRIBUTOR BID 2021-22

Union County Public Schools
Produce Bid
Bid Period October 1, 2021-
July 31, 2022

Will Split Fee	Weekly	Description	Approved Brand Name	Vendor Pack	Sygs per cs	Bid Unit	Est. Bid Qty	Bid Qty	Distributor Code #	Unit Price	Fee	Unit Price plus Fee	Total Price	Cost per Serving
1/2	W	Squash, Yellow, Medium	BUNCE	10	10	Cs	200	200.00	SQUY10	\$ 4.00	\$2.45	\$ 6.45	\$ 1,290.00	\$ 0.6450
N/A		Fresh: US #1 Grade, Grown in US.												
		Country of Origin: USA												
1/2	W	Strawberries	DENNIS ENNIS PRODUCE	8/1 lb	8	Cs	0	0.00	STRD	\$ 17.75	\$2.45	\$ 20.20	\$ -	\$ 2.5250
1/4		Fresh: US #1 Grade, Grown in US												
N/A		Country of Origin: USA												
N/A	W	Tomatoes, 5X6	BUNCE	10 lb	10	Cs	0	0.00	TOM10	\$ 18.00	\$2.45	\$ 20.45	\$ -	\$ 2.0450
		Fresh: U.S. No. 1, Vine Ripened, Extra Large Size.												
		Light Red to Red.												
		Country of Origin: USA												
1/2	W	Watermelon, Seedless	L&M COMPANIES	2 ea	2	Cs	283	283.00	WATERM2	\$ 4.88	\$2.45	\$ 7.33	\$ 2,074.39	\$ 3.6650
N/A		Fresh: US #1 Grade, Standard, Picnic variety, 10-18 lbs ea.												
		Country of Origin: USA												
1/2	W	Zucchini, Medium	DENNIS ENNIS	.5 Bu	0.5	Cs	200	200.00	SQUG	\$ 8.00	\$2.45	\$ 10.45	\$ 2,090.00	\$ 20.9000
1/4		Fresh: US #1 Grade, Grown in US. Available in 10 lb split cases.												
N/A		Country of Origin: USA												



School Nutrition Services

407 N. Main Street Suite 100

Monroe, NC 28112

Phone 704.296.3000

Fax 704.296.0004

September 13, 2021

Wards Produce
Joey McNeil
1109 Agriculture Street
Raleigh, NC 27603

Mr. McNeil,

The bid that you submitted to Union County Public Schools School Nutrition was accepted and approved by the Union County Public Schools Board of Education meeting on September 8, 2021.

Wards Produce is thereby awarded the contract for Produce as specified. The bid period begins October 1, 2021 and goes through July 31, 2022. This bid includes a rollover option for two (2) one-year school years, reviewing for renewal at the end of each fiscal year.

We look forward to working with you. If you have questions or need more information, please call.

Sincerely,

A handwritten signature in cursive script that reads "Denise Lamar".

Denise Lamar, SNS
School Nutrition Director

DL/nm

CC: Shana McLamb, UCPS Chief Finance Officer

In compliance with federal law, UCPS administers all educational programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3021) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

UCPS School Nutrition is an equal opportunity provider.



School Nutrition Services
407 N. Main Street Suite 100
Monroe, NC 28112
Phone 704.296.3000
Fax 704.296.0004

September 13, 2021

R&H Produce
Travis Culberson
1117 Agriculture Street
Raleigh, NC 27603

Mr. Culberson,

Thank you for your recent interest in bidding on the Produce bid for the 2021-22 Union County Public School School Nutrition Department. Unfortunately, we have awarded this contract to another company.

We look forward to doing business with your company in the future.

Sincerely,

A handwritten signature in dark ink that reads "Denise Lamar". The signature is fluid and cursive, with the first name "Denise" and last name "Lamar" clearly distinguishable.

Denise Lamar, SNS
School Nutrition Director

DL/nm

CC: Shana McLamb, UCPS Chief Finance Officer

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UCPS School Nutrition is an equal opportunity provider.



WARDS-2

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2021

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

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

PRODUCER
Chapman Insurance Agency Inc
6829 Falls of Neuse Rd Ste 103
Raleigh, NC 27615
John Chapman

919-676-5066

CONTACT NAME: Diane Barker

PHONE:

(A/C, No, Ext): 919-676-5066

FAX:

(A/C, No): 919-676-9114

E-MAIL ADDRESS: diane@chapman-insurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Erie Insurance Exchange

26271

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Wards Fruit & Produce Co Inc
Wards Triad Produce, Inc.
1109 Agriculture St
Raleigh, NC 27603-2373

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Q97-1142859	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Q10-1540089	10/15/2020	10/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		Q34-1570444	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Q96-3101375	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Hired Physical Dam		Q10-1540089	10/15/2020	10/15/2021	Comp Ded 500 Coll Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

INSURED

Insured Copy

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



UNION COUNTY PUBLIC SCHOOLS

PROJECT: 2021-22 Produce Bid
BID OPENING: August 20, 2021 @ 9:00 am

BID TABULATION

	COMPANY	Tab sheet received YES/NO	Bid agreement receive YES/NO	Attachments recd YES/NO	Spec conditions recd YES/NO	Price spreadsheet YES/NO	TOTAL BID
1	Wards Produce	YES	YES	YES	YES	YES	405,421.29
2	Foster Caviness	NO	YES	NO	YES	YES	433,522.36
3	R&H Produce	YES	NO	NO	YES	YES	554,447.70
4	Gordon Foodservice	NO	NO	NO	NO	NO	NO BID
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							