

Item: Bread, Dairy and Low-fat Ice Cream Product contracts to support the Child Nutrition Programs are awarded annually by the Board of Education

Dept.: Child Nutrition Department

Background/Historical Context: Bids were received for Bread, Dairy (milk and other dairy products such as buttermilk, sour cream, cottage cheese, etc.) and Low-fat Ice Cream products on May 30, 2012. A bid tally sheet is attached for information. The appropriate Certificates of Non-Collusion, Historically Underutilized Business (HUB) certificate, Certification Regarding Debarment, and Certificate of Independent Price Determination were received as required by USDA.

Recommendation: It is recommended that the Board of Education award the contracts to Interstate Hostess Brands Sales Corporation for Bread Products, Maola Milk & Ice Cream Company for Dairy Products and Hersey's Ice Cream Company for Low-Fat Ice Cream Products.

Rationale For Recommendation: To have bread, milk and low-fat ice cream products available for August 5, 2012 through August 4, 2013.

Short and Long Term Impact: Meals served must be consistent with the current edition of the Dietary Guidelines for Americans, Federal Regulations as approved for North Carolina and State Board of Education Policy on Nutrition Standards for School Meals. Grains must be offered to meet the daily minimum and weekly ranges (Grades K-5: 1oz eq. minimum daily and 8-9 oz weekly, Grades 6-8: 1oz eq. minimum daily and 8-10 oz weekly and Grades 9-12: 2oz eq. minimum daily and 10-12 oz weekly). Milk choices will be 1% or fat-free (flavored milk must be fat-free). Single serving dairy products containing ≤ 200 calories, $\leq 35\%$ total calories from fat, $\leq 10\%$ total calories from saturated fat, zero trans fats, and $< 35\%$ added sugar by weight.

Supporting Documentation: Spreadsheet attached.

Board Action: _____ Recommendation Accepted
 _____ Recommendation Rejected
 _____ Tabled for Further Study
 _____ Other



DR. Tim Markley
Superintendent

IMER SMITH, RD, LDN
Director of Child Nutrition

**CONTRACT
BETWEEN**

Child Nutrition Department
and

NAME OF COMPANY/INDIVIDUAL: Interstate Hostess Brands Sales Co.
SOCIAL SECURITY # IF INDIVIDUAL: N/A
ADDRESS: 2551 N. Church St.; Rocky Mount, NC 27804
BRIEF TITLE: Bread Products Contract

Billing Address: Hostess Brands; P.O. Box 405872; Atlanta, GA 30384-5872

This contract will begin on **August 5, 2012** and end on **August 4, 2013** between the New Hanover County Schools (NHCS) and the **Interstate Hostess Brands Sales Co.** Both parties do mutually agree to the following:

A. NHCS will:

1. Supervise: The contract and performance of the contractor.
2. Provide: Adequate storage space for products.
3. Provide: Copies of the school calendars and points of contact and delivery addresses.
4. Provide: Visual check of quantity & quality of goods & sign ticket before Driver departs.
5. Pay: Approved invoices no later than 30 days from time of receipt.

B. Contractor will:

1. Provide: Deliver Bread products in accordance with weekly schedule in the RFP.
2. Provide: Delivery Driver will obtain an Invoice signature from CN worker or Manager.
3. Provide: NHCS Approved fresh baked products in quantities and type as ordered .
4. Provide: Purchase order Number on Invoice; Send electronic copy of invoice to NHCS Finance Department to Accountspayable@nhcs.net or fax to 910-254-4295; Provide a separate Packing slip (Invoice).

C. The maximum allowed charges against this contract shall be: \$141,917.05

This contract cannot be amended, modified or altered except by agreement, in writing, by duly authorized officials for both parties. Either party may terminate this contract after giving a thirty day notice, in writing, of intent to do so.

In witness, where-of the parties acting through their duly authorized officials, have executed this contract.

NHCS DATE

CONTRACTOR DATE

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.
Budget code: 5.7200.035.451

www.NHCS.net • 1802 S. 15th Street • Wilmington, NC 28401 • 910-254-4212 • Fax 910-254-4178 • imer.smith@nhcs.net

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DR. Tim Markley
Superintendent

IMER SMITH, RD, LDN
Director of Child Nutrition

**CONTRACT
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Child Nutrition Department
and

NAME OF COMPANY/INDIVIDUAL: Hershey's Ice Cream
SOCIAL SECURITY # IF INDIVIDUAL: N/A
ADDRESS: 1790 Elizabethtown Rd, Elizabethtown, NC 28358
BRIEF TITLE: Ice Cream Contract

This contract will begin on **August 5, 2012** and end on **August 4, 2013** between the New Hanover County Schools (NHCS) and the **Hershey's Ice Cream**. Both parties do mutually agree to the following:

A. NHCS will:

1. Supervise: The contract and performance of the contractor.
2. Provide: Delivery windows
3. Provide: Copies of the school calendars and points of contact and delivery addresses.
4. Pay: Approved invoices no later than 30 days from time of receipt.

B. Contractor will:

1. Provide: Deliver fresh ice cream products with Invoice in accordance with bid prices.
2. Provide: Purchase order Number on Invoice; Send electronic copy of invoice to NHCS Finance Department to Accountspayable@nhcs.net or fax to 910-254-4295; Provide a separate Packing slip (Invoice).
2. Provide: Ice cream cabinets in workable condition as needed.
3. Provide: Deliver quantities (unencumbered by unauthorized minimal order) requested by individual cafeterias.

C. The maximum allowed charges against this contract shall be: \$61,324.80

This contract cannot be amended, modified or altered except by agreement, in writing, by duly authorized officials for both parties. Either party may terminate this contract after giving a thirty day notice, in writing, of an intent to do so.

In witness, whereof the parties acting through their duly authorized officials, have executed this contract.

NHCS DATE

CONTRACTOR DATE

Budget code: 5.7200.035.451

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Superintendent

IMER SMITH, RD, LDN
Director of Child Nutrition

**CONTRACT
BETWEEN**

Child Nutrition Department
and

NAME OF COMPANY/INDIVIDUAL: Maola Milk and Ice Cream Co.
SOCIAL SECURITY # IF INDIVIDUAL: N/A
ADDRESS: P.O. Drawer S; New Bern, NC 28563
BRIEF TITLE: Milk and Dairy Contract

This contract will begin on **August 5, 2012** and end on **August 4, 2013** between the New Hanover County Schools (NHCS) and the **Maola Dairy & Ice Cream Co.** Both parties do mutually agree to the following:

A. NHCS will:

1. Supervise: The contract and performance of the contractor.
2. Provide: Adequate storage space for products.
3. Provide: Copies of the school calendars and points of contact and delivery addresses.
4. Pay: Approved invoices no later than 30 days from time of receipt.

B. Contractor will:

1. Provide: Dairy products in accordance with delivery time schedule in the RFP.
2. Provide: Dairy products transported and delivered at the State regulated temperature.
3. Provide: Deliver products in quantities and types as ordered.
3. Provide: Purchase order Number on Invoice; Send electronic copy of invoice to NHCS Finance Department to Accountspayable@nhcs.net or fax to 910-254-4295; Provide a separate Packing slip (Invoice).

C. The maximum allowed charges against this contract shall be: \$555,777.66

This contract cannot be amended, modified or altered except by agreement, in writing, by duly authorized officials for both parties. Either party may terminate this contract after giving a thirty day notice, in writing, of intent to do so. In witness, whereof the parties acting through their duly authorized officials, have executed this contract.

NHCS DATE

CONTRACTOR DATE

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