

**Guilford County Schools  
School Nutrition Services  
501 W. Washington St. Greensboro, NC 27401**

**Request For Proposal: Bid #5972**

**Issue Date: August 03, 2017**

**Online Menu Software for 2017-18 SCHOOL YEAR**

School Nutrition Services (SNS) is soliciting competitive proposals from qualified companies for providing online menus. The vendor must comply with all terms and conditions described in this document.

**Proposals will be accepted no later than 11:00 AM EDT, Thursday Aug. 10, 2017.**

**Deliver all documents to:**

**Guilford County Schools  
Purchasing Department  
Attention: Joe Farrar  
501 W. Washington St.  
Greensboro, NC 27401**

**Or Email bid to: [farrari@gcsnc.com](mailto:farrari@gcsnc.com)**

**Guilford County Schools reserves the right to reject any or all bids and to award the contract in the best interest of the District.**

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, gender (male or female), age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

**Scope of Project:**

School Nutrition Services intends to enter into an agreement with a Contractor who would be designated as the vendor for on-line menus.

Guilford County School Nutrition Services has eight (8) types of monthly menus and 127 school sites. The following are vendor requirements for submitting a proposal:

1. Menu Application that allows end users to print a single-page copy of the school's monthly menus.
2. Software that automatically interacts with our current nutrient analysis software (EMS-Meals Plus), without the need for any manual downloads or other forms of manual file transfers protocols.

3. A feature that allows the end users to customize menu selections in a format that would provide detailed nutrient information (including carbohydrate totals).
4. A printable file that would reflect the nutrient analysis for any given menu item or complete menu.
5. A customer service piece that would provide the following:
  - a. Complete custom design capabilities provided by the vendor.
  - b. Change requests turnaround results within 24 hours.
  - c. 100% support to fully design, manage, edit and add content to the end product by the vendor as per the department's request.
6. District menus will be provided four (4) weeks in advance of the month and should be loaded on-line within two (2) weeks prior to the start of the month. Any unexpected menu changes needed due to food available issues, etc. should be made within 24 hours upon receipt from the district.
7. Menus must be translatable into a minimum of twenty (20) foreign (non-English) languages. State the languages you can provide.
8. A mobile app would be desirable.
9. Price should include if applicable: start up fee, annual monthly menu service fee and annual fee.
9. The contract can upon mutual agreement be extended for four (4) additional years, one year at a time at the original contract price.

**Submitting the Proposal:**

Proposers must submit an original proposal by email, delivery service or in person. No fax copies will be accepted. Proposals are due by 11:00 AM EDT on August 3, 2017. Please use the address format shown on page 1, and include the bid number (5969) in your address.

**Proposal Organization and Format:**

Proposals should be typed and submitted on 8.5 X 11 inch paper. Proposals should be organized and presented in the order and by the number assigned in the RFP. The RFP sections which should be submitted or responded are:

**-Response to general requirements**

- Introduction
- Organizational qualifications
- Staff qualifications
- Description of current business operation
- Evidence of experience demonstrating capacity to provide service
- Proposer References

Methodology to meet requirements of RFP

**-Response to technical requirements**

See items 1. – 9. Under Scope of Project

**- Pricing**

- Initial start up fee
- Annual service fee
- Monthly service fee

**Proposal Scoring:**

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references or request additional information from vendor and use the results in scoring the proposals. Menu samples should be provided with the proposal and must be provided prior to the award.

**Right to Reject Proposals and Negotiate Contract Terms**

GCS reserves the right to reject any and all proposals and to waive minor irregularities and technicalities. The judgment of GCS on such matters shall be final. GCS further retains the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the Department may negotiate a contract with the next highest scoring proposer.

**Evaluation Criteria**

The proposals will be scored using the following criteria:

<b>Introduction and Organization</b>	<b><u>15 points</u></b>
<b>Response to technical requirements</b>	<b><u>35 points</u></b>
<b>Pricing</b>	<b><u>50 points</u></b>
<b>TOTAL:</b>	<b><u>100 points</u></b>

**Procuring and Administration Responsibility:**

The proposal is issued by Guilford County Schools for School Nutrition Services. The person responsible for managing the procurement process is Joe Farrar at [farrarj@gcsnc.com](mailto:farrarj@gcsnc.com)

**Clarifications:**

Any questions concerning this bid must be submitted in writing via e-mail to Linda Marshburn at [marshbl@gcsnc.com](mailto:marshbl@gcsnc.com) by 11:00 AM EDT, August 08, 2017.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the bid document at this point of the bid process. If vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this Bid, the vendor should immediately notify the above named individual of such error and request modification or clarification of the bid document.

**Contract Term:**

The initial contract term shall be one year starting August 14, 2017 - July 31, 2018 with an option by mutual agreement of School Nutrition Services and contractor to renew for four (4) additional one-year periods unless amended, cancelled or re-bid.

School Nutrition Services has the right to cancel contract if contractor fails to perform.

The cancellation will provide 45 days notice during which time both parties will continue to uphold the terms of the contract.

**Proprietary Information:**

Informal bids received under N.C. G.S. 143-131 are confidential, and not subject to public inspection until the purchase order is awarded.

**Incurring Costs:**

School Nutrition Services is not liable for any cost incurred by bidders in replying to this RFB.

**Notification of Intent to Award:**

The right is reserved by GCS to reject any or all bids. The District will send a notification of award memo to responding vendors at the time of the award.

The following forms must be completed and submitted with the bid. Forms are attached.

**Attachment A...**Vendor Data Sheet

**Attachment B...**Reference Data Sheet

**Attachment C...**HUB Certification

**Attachment D...**Guilford County Schools HUB Certification Section II

**Attachment E...**Guilford County Schools HUB Affidavit B

**Attachment F...** Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying

**Attachment G...** Certification, Debarment, Ineligibility, and Voluntary Exclusion

**Attachment H...** Lunsford Act Compliance

**Attachment I...** Iran Divestment Act

**Guilford County School Nutrition Services  
On-Line Menu Software RFP**

**Mail to the address below or hand deliver to:**      **Joe Farrar**  
**Purchasing Department**  
**Guilford County Schools**  
**501. W. Washington St.**  
**Greensboro, NC 27401**  
**Or Email bid to: farrarj@gcsnc.com**

**Proposals must be received by: 11:00 AM EDT, Thursday August 10, 2017**

**Date Proposal Issued: August 03, 2017    Federal ID# \_\_\_\_\_**

SECTION	AMOUNT
On-Line Menu Software Service	Total Annual Proposal Amount \$ _____
Addendum Received	Yes _____ No _____

I certify by my signature below that the prices quoted in this proposal are correct and that I have authority to obligate the company to perform under the conditions outlined in the contract. By signing this document, I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I certify that I understand that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

Name of Firm	
Mailing Address	
Signature	
Print/Type Name	
Title	
Telephone and Fax Number	Fax:
Date Bid Submitted	
Email Address	

<http://childnutrition.ncpublicschools.gov/information-resources/civil-rights/usda-non-discrimination-statement>

**ATTACHMENT A**

**VENDOR DATA SHEET**

**1. Company Name** \_\_\_\_\_

Telephone \_\_\_\_\_ Toll Free Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

Federal Employee Identification Number  
(FEIN): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**2. Contact Person in the event there are questions about your bid.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Toll Free Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**3. Mailing address where District purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Toll Free Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**ATTACHMENT B**

**REFERENCE DATA SHEET**

**FOR VENDOR:**

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for two (2) or more installations/services with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Product(s) and/or Service(s)  
Used:

\_\_\_\_\_  
Dollar Annual \$ -

\_\_\_\_\_  
Number of sites / Number of Menus per District

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Product(s) and/or Service(s)  
Used:

\_\_\_\_\_  
Dollar Annual \$ -

\_\_\_\_\_  
Number of sites / Number of Menus per District

# GUILFORD COUNTY SCHOOL NUTRITION SERVICES

## GUILFORD COUNTY SCHOOLS SCHOOL NUTRITION SERVICES GENERAL TERMS AND CONDITIONS

### A. Scope and Purpose

It is the intent of the School Foodservice Authority (SFA) to contract with an interested party or parties for the purchase of food, supplies or equipment for the School Nutrition Program of Guilford County Schools that fall within Federal regulations and State statutes that will be provided at an economical price for the SFA.

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

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

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

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

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

### B. Contract Time Period

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

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

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

### C. Addendum

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

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

### D. Specifications

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

In most cases, bids on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or



supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as “approved brands” especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or products are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

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

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

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

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

#### **General Specification Provisions:**

##### **1. Quantities**

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

##### **2. Packaging**

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

##### **3. Pricing**

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

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

“Discount from Catalog” IFB or RFPs requires a single discount percentage to be applied to all items in the offeror’s published catalog, which must be supplied with the bid response.

“Cost Plus” bids will not be accepted unless otherwise requested in this IFB or RFP.

Proposed prices must be firm for acceptance for at least 60 days from the bid opening date, unless otherwise specified in this IFB or RFP.

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

#### **4. Delivery and Transportation**

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 7:00 A.M. and 2 P.M. Monday through Friday, except holidays.

Unless otherwise noted in this IFB or RFP or in the Purchase Order, the offeror must deliver products awarded under this IFB or RFP within ten (10) working days after receipt of a Purchase Order. The vendor must immediately notify the SFA, by telephone and/or fax, if any delays occur. The SFA will have the option to cancel the order if unable to accept the delay. At the discretion of the SFA, items received after the due date, for which the SFA has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the SFA.

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

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

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

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

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

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

#### **5. Quality**

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

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

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

#### **6. Product Inspection, Testing, and Defective Items**

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

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

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

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

## **7. Samples**

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

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

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

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

## **8. Warranties**

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

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this IFB or RFP. This warranty shall provide for replacement of defective merchandise from the SFA location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

## **9. Buy American provision**

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

## **E. Bid Evaluation and Award**

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

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

It is not the policy of the SFA to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by the SFA. In evaluating the bids received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA to comply with any applicable laws or rules; (10) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (11)

packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

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

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

The successful offeror(s) will be notified by "Notice(s) of Award" issued by the SFA. All bids are awarded contingent upon funding.

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

#### **F. Substitutions**

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

#### **G. Deviations from Item Specification or General Terms and Conditions**

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

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

#### **G. Contract and Purchase Order Requirements**

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

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

#### **H. Invoices, Packing Lists, and Payment Conditions**

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

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

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

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

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

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

#### **I. Records Retention Requirements**

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

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

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

#### **J. Remedies for Non-Performance of Contract, and Termination of Contract**

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

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

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

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

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

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

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

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

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

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

#### **K. Force Majeure Consideration**

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

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

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

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

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

#### **L. Venue**

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

#### **M. Waiver**

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

#### **N. Right to Assurance**

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

#### **O. Extension Clause**

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred unless allowed per the bid contract.

#### **Q. Regulatory Compliance**

1. The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
3. The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

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

#### **R. Assurance of Non-Collusion**

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

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

#### **S. Assurances regarding Legal and Ethical Matters**

By signing this bid, the offeror assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this IFB or RFP,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this IFB or RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this IFB or RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering

- entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
  - (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
  - (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

#### **T. Bid Acceptance**

The period for acceptance of this bid will be sixty (60) calendar days unless a different period is indicated by the offeror.

#### **U. Protest Procedure**

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address provided below. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

Don Reid  
Purchasing Officer  
Guilford County Schools  
501 W. Washington St.  
Greensboro, NC 27401

#### **V. Questions Regarding Request for Bid**

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

Linda Marshburn  
Business Manager  
Guilford County Schools  
School Nutrition Services  
501 W. Washington St.  
Greensboro, NC 27401  
Email: [marshbl@gcsnc.com](mailto:marshbl@gcsnc.com)  
Phone: 336-370-3254

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

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



# Attachment 1

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**Historically Underutilized Business (HUB) Certification**

Companies submitting bids that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Request for Bid.

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

- Minority
- Small Business
- Woman Owned

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

\_\_\_\_\_  
Company Name (Please Print)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

## Attachment 2

### RETURN THIS DOCUMENT IN SEALED BID PACKET

#### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

##### **Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Company Name (Please Print)

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Signature of Authorized Representative

---

Date

### Attachment 3

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**Guilford County Schools**

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

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- (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.

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Company Name (Please Print)

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Signature of Authorized Representative

---

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 whom this bid is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph five ( 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 4

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

## **Guilford County Schools**

LUNSFORD ACT. The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS. The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on Guilford County Schools property or at Guilford County Schools events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. Guilford County Schools reserves the right to prohibit any individual employee of Vendor from providing services on Guilford County Schools property or at Guilford County Schools events if Guilford County Schools determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

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Company Name (Please Print)

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Signature of Authorized Representative

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Date

# Attachment 5

## RETURN THIS DOCUMENT IN BID PACKET

### Guilford County Schools

Name of Project: \_\_\_\_\_

Bid or RFP # \_\_\_\_\_

Name of Bidder or Vendor: \_\_\_\_\_

#### 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 Date

\_\_\_\_\_  
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](http://www.nctreasurer.com/Iran), and will be updated every 180 days.

