

**DILLARD ACADEMY CHARTER SCHOOL**  
**School Nutrition Program**

**INVITATION FOR BID**

BID FOR	NAME OF PRODUCTS	LABEL SEALED ENVELOPE
X	Food	"IFB FOOD"
X	Equipment	"IFB KITCHEN EQUIPMENT- SMALL WARES"
X	Paper, Chemical	"IFB PAPER AND CHEMICAL PRODUCTS"
X	Bread	"IFB BREAD"
X	Milk	"IFB MILK AND DAIRY PRODUCTS"
X	Kitchen Supplies	"IFB KITCHEN SUPPLIES"
	Décor	"IFB CAFETERIA DECOR"
	Cafeteria Furniture	"IFB CAFETERIA FURNITURE"

Bid Issue Date	June 7, 2018
Final Date for Written Questions	June 13, 2018
Bid Due Date and Time	June 25, 2018 @ 12:00PM
Bid Opening Date and Time	June 25, 2018 @ 2:00PM
Bid Opening Location	ADMIN OFFICE
Award Date	July 1, 2018
Delivery	August 20, 2018

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 and disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD).

USDA is an equal opportunity provider and employer.

## TABLE OF CONTENTS

DEFINITIONS.....	3
SECTION 1 -TRANSMITTAL PAGE.....	4
SECTION 2 -STANDARD TERMS AND CONDITIONS.....	6
SECTION 3 -SPECIAL TERMS AND CONDITIONS.....	10
SECTION 4 -ATTACHMENTS.....	17
CONTRACT SIGNATURE PAGE	
FOOD SPECIFICATIONS	
VENDOR BID FORM	
LOBBYING CERTIFICATE AND DISCLOSURE	
NON-DISCRIMINATION STATEMENT	
HUB CERTIFICATION	
DEBARMENT CERTIFICATION	
DEBARMENT CERTIFICATION AND LUMSFORD ACT	
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT	

## DEFINITIONS

**Addendum** - A change, addition, alteration, correction or revision to a bid or contract document.

**Bidder** - A firm, individual, or corporation submitting a bid in response to this IFB.

**Bid Unit** -The unit designation which shall be applicable to all pricing offered for bid evaluation purposes. Unit cost, freight, fixed fee, estimated usage and the extended cost shall be stated in terms of the designated bid unit. In some instances, the bid unit and the package unit may be the same.

**CACFP – Child and Adult Care Food Program Contractor**-The provider of the goods and/ or services under the Contract.

**Contract Documents** - Consist of the Agreement between the Board/SNP and the Contractor, terms and conditions, schedule, specifications, drawings, any and all addenda, errata, and bulletins issued prior to execution of the contract, other documents listed in the Agreement, and modifications issued after execution of the contract.

**Damaged Item**-Refers to an item that has sustained damage that would allow spillage from the original container, a loss or disfigurement of a label that would hinder identification, contaminated package that would affect the content of that package or any other happening that would affect the quality and/or quantity of the original item.

**Dry Food Product**-A dry product that does NOT require freezing or refrigeration.

**Invitation for Bid (IFB)** - A type of solicitation document used in competitive sealed bidding, where the primary consideration is cost and the expectation is that competitive bids will be received and an acceptance (award) will be made to the responsive and responsible Bidder whose bid is lowest in price. An IFB is a formal method of procurement that uses sealed bidding and results in a fixed price contract with or without adjustment factors. The IFB must be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them with sufficient time to respond prior to the date set for opening the bids.

**Pack size** - With some items the bid unit does not represent a package configuration by which the item would normally be purchased. In such instances, the Bidder will be required to bid according to the designated bid unit and also state how the product will be packaged and to provide a cost for purchase unit.

**Purchase Unit** -The package configuration (case, carton, box, bag, etc.) by which the product would normally be sold. This shall also mean packaging being referred to when the term "case price" is applicable.

**Solicitation** - A document used by the Board/SNP to acquire goods and /or services. Solicitations must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Solicitations must also identify all the requirements which the Offerors or Bidders must fulfill and all other factors to be used in evaluating the bids or proposals.

**NSLP** - National School Lunch Program

**SBP** - School Breakfast Program

## SECTION 1 TRANSMITTAL PAGE

The Dillard Academy Board of Directors, School Nutrition Program (Board/SNP) is requesting sealed bids for Food Products, Small Wares, Paper and Chemical Products, Bread, Milk and Dairy Products, and Kitchen Supplies. Bids are due by **noon , June 11, 2018**. Bids will be opened at **2pm June 11, 2018**.

Bids shall be mailed or delivered to the Dillard Academy Board of Directors at 504 W. Elm St, 27530 (P.O. Box 1188 mailing address). Bids must be closed in a sealed envelope and marked "IFB Child Nutrition)

Questions regarding this Invitation for Bid shall be directed to **Danielle Baptiste, School Nutrition, DACS**.

Bidders may download solicitations by going to [www.dillardacademy.org](http://www.dillardacademy.org).

### **I. INTENT**

- a) It shall be the intent and purpose of this Invitation for Bid (IFB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Food Products, Small Wares, Paper and Chemical Products, Bread, Milk and Dairy Products, and Kitchen Supplies to Dillard Academy Board of Directors, School Nutrition Program through sealed bids.
- b) The Board/SNP is seeking to identify and select one (1) or more vendors to provide the items as listed in the attached food list (Attachment B). The selected vendor(s) shall provide products in accordance with the Standard Terms and Conditions, Special Terms and Conditions, the IFB and any applicable Addenda.
- c) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

### **II. CONTRACT TIME PERIOD**

- a) **Initial Term** - The initial term of this contract, which results from the award of this IFB, shall commence on **Aug 20, 2018**, and terminate **on June 30, 2019**.
- b) **Extension Option** - The contract may be extended up to three months the same bid pricing, provided mutual agreement by both parties in written form. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three months.
- c) **Renewal Option** – This contract may be renewed for up to (4) four one year terms at the same terms and conditions by mutual agreement of both parties in written form.

### **III. BID SUBMISSION PROCEDURES**

*The Board/SNP is not liable for any costs incurred by Bidders prior to issuance of or entering into a contract. Costs associated with developing the bid, preparing for oral presentations, and any other expenses incurred by the Bidder in responding to this IFB are entirely the responsibility of the Bidder,*

and shall not be reimbursed in any manner by the Board/SNP.

- a) Bids must be closed in a sealed envelope. The outside of the envelope shall be clearly marked, “**IFB for** Food Products, Small Wares, Paper and Chemical Products, Bread, Milk and Dairy Products, and Kitchen Supplies..”
- b) Bids must be received by the Board/SNP no later than noon, June 20, 2018.
- c) Late bids shall not be accepted. The Board/SNP shall not be responsible for late receipt of bids. Bids must be mailed, emailed, faxed or delivered to the Board/SNP. Bids must be mailed or delivered to:

Dillard Academy Board of Directors  
School Nutrition Department  
P.O. Box 1188 or 504 W. Elm St.  
Goldsboro, NC 27530  
Or (919) 581-0122 (fax)  
Or castles@dillardacademy.org

**IV. BID OPENING DATE/TIME/PLACE**

Issue Date	June 8, 2018
Final Date for written questions	June 13, 2018
Deadline for submitting bids	June 25, 2018

**V. AWARD DETERMINATION STATEMENT**

- a) This IFB is intended to be awarded to a single or to multiple vendors and to result in a firm fixed price contract. All bid prices shall remain firm for the entire contract period.
- b) The award of this IFB is contingent upon available budget funds and approval of the Dillard Academy Board of Directors.
- c) The Board/SNP will award the contract(s) to the lowest responsive and responsible Bidder(s) meeting all terms, conditions, and specifications of the IFB. The Board/SNP reserves the right, in its sole discretion, to accept or reject any and all bids or parts thereof.
- d) An official letter of acceptance will be forwarded by the Board/SNP to the successful Bidder after bid selection and prior to contract award.
- e) Upon acceptance and award of a vendor’s bid, the contract between the Bidder and the Board/SNP shall be drafted from (a) the IFB and addenda, (b) the selected bid response to the IFB by the Bidder and any attachments thereto, and (c) all written communications between the Board/SNP and the Bidder concerning the transactions. The contract shall constitute the entire and only agreement and shall supersede all prior negotiations, commitments, understandings, or agreements, whether oral or written.

**VI. VENDOR CONTACT INFORMATION**

Vendor Company Name	
Street Address	

City, State, Zip	
Contact Person	
Telephone	
Email address	

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## **SECTION 2**

### **STANDARD TERMS AND CONDITIONS**

*This contract between Dillard Academy Board of Directors and the Vendor shall be governed in accordance with the laws of the State of North Carolina and all applicable Federal regulations.*

#### **I. LOBBYING CERTIFICATE** (for bids over \$100k)

Per CFR 7.3018 - A Lobbying Certification and Disclosure must be completed for all bids \$100,000 and over. Please see and complete Attachment D.

#### **II. DEBARMENT AND SUSPENSION VERIFICATION** (for bids over \$25k)

Institutions shall solicit offers from, award contracts to, and consent to subcontracts with responsible contractors and/or principals only. The serious nature of debarment and suspension requires that sanctions be imposed only in the public interest for the Government's protection and not for purposes of punishment. Institutions shall impose debarment or suspension to protect the Government's interest and only for the causes and in accordance with the procedures set forth in Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

By signing this agreement, the bidder is testifying that they are not debarred, suspended or have any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency. All responses will be verified.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the School Food Authority if Contractor is debarred or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

#### **III. BUY AMERICAN STATEMENT**

Contractor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998(Buy American Act -7 CFR 210.21) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable, domestic commodities or products for use in meals served under the NSLP and SBP. Buy American - (1) Definition of domestic commodity or product. In this paragraph, the term 'domestic commodity or product' means—(i) An agricultural commodity that is produced in the United States; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States.

#### **IV. REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT**

a) **Termination** -The **Dillard Academy Board of Directors** reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, unless any payments previously made by the Board/SNP for such Goods or Services, but in no event shall vendor be entitled to recover loss of profits.

b) In the event that either the vendor or the Board/SNP defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

V. **HUB STATEMENT**(7CFR3016.36(e))

It is the intent of the Dillard Academy Board of Directorsto provide maximum practicable opportunities in its solicitations to minority firms, women's business enterprises and labor surplus area firms.

VI. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE STATEMENT** (for bids over \$10k)

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, 1400Independence 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.

VII. **ENERGY POLICY AND CONSERVATION ACT STATEMENT**

Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

VIII. **CLEAN AIR/ CLEAN WATER STATEMENT** (for bids over \$100k)

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857(h)) Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the School Food Authority of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

IX. **CIVIL RIGHTS STATEMENT**

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 and disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

X. **RECORD RETENTION AND ACCESS CLAUSE**

The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the **Dillard Academy Board of Directors**, School Nutrition Program throughout the term of the Contract for a period of at least five (5) years following the date of final payment or



completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the School Food Authority, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State and/or the Dillard Academy Board of Directors reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

#### **XI. BID PROTEST PROCEDURES**

Protests: A protest shall comply with and be resolved according to (Insert the appropriate state or local code or administrative procedures. Not all states or purchasing agencies have a protest rule; this should be modified if no such law or rule exists for your use.) All protest shall be in writing and shall be delivered to the address of the individual listed in the "if you have questions" on the Invitation to bid. A protest of a solicitation shall be received by the named individual before the offer due date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest.

A protest shall include:

- \_ the name, address, and telephone number of the protestor;
- \_ the signature of the protestor or an authorized representative of the protestor;
- \_ Identification of the purchasing agency and the solicitation or contract number;
- \_ a detailed statement of the legal and factual grounds of the protest including copies of relevant documents:
- \_ The form of relief requested

The Dillard Academy Board of Directors Education shall in all instances disclose information regarding protests to State Agency.

#### **XII. NON-COLLUSION STATEMENT**

"I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respect fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

#### **XIV. DUTY TO EXAMINE**

It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time not shall it give rise to any contract claim.

#### **XV. EXCEPTIONS TO TERMS AND CONDITIONS**

A bid that takes exception to a material requirement of any part of this solicitation, including a material term and condition, shall be rejected.

## **SECTION 3 SPECIAL TERMS AND CONDITIONS**

### **HACCP REQUIREMENTS**

The Board/SNP expects a Hazard Analysis Critical Control Point (HACCP) plan to be in place by potential vendors and their manufacturers. Prior to awarding the bid, the Board/SNP may require documentation verifying that a written HACCP plan is followed.

**I. PROPRIETARY INFORMATION:** (Particularly applicable to purchase systems that require a vendor to include the cost paid for a product and where promotional allowances are offered)

If a bidder submits any document with the bid that is considered to be proprietary in nature or is considered to be a trade secret, the bidder shall notify the school district that the documents are included in the bid. The school district will honor the request unless or until a competing bidder asks to have access to the information. In such case, the school district will notify the affected bidder that a challenge has been made. If the affected bidder can produce a court issued restraining order within ten calendar days subsequent to the notification, the information will remain confidential and shall not be released pending subsequent court action. If the restraining order is not received within the ten working day period, the information will be released and the school district shall not be held liable.

**II. TRADE NAME, CHILD NUTRITION (CN) LABELS AND GRADE**

a) Bidders are required to list packer, manufacturer, manufacturer's code (item number) brand, where indicated on bid documents.

b) When bidding house labels, Bidder is required to indicate packer name, packer location and product number.

c) Grade must be listed for all food products.

d) Upon request, the vendor shall submit CN labels; nutritional analysis sheets; ingredient lists; prep/cooking instructions; and reports indicating meat/meat alternates; breads; fruits; and vegetables to document compliance with specifications. All food items shall be properly labeled.

**III. FOOD RELATED TERMS AND CONDITIONS**

**Inspection and testing:** The contractor agrees to permit access to its facilities at reasonable times for inspection of the materials covered under this contract, and the contractor's facilities. The school district shall also have the right to test at its own cost the materials supplied under this contract.

**Net container quantity:** The minimum net quantity of all products in cans and jars shall be in accord with the Federal Food, Drug and Cosmetic Act. The individual specifications for standard of fill for the products as prescribed in 21 CFR shall be applied.

**Product protection guarantees:** School districts have “automatic” product protection recourse against suppliers for product safety. According to Federal regulations, the supplier whose name and address appear on the package is the responsible party. Contractors are expected to take immediate action to correct any situation in which product integrity is violated.

**Quantities:** The quantities indicated on the product list are based on previous year’s purchases and are accurate to the best of our ability. However, Offerors must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

**Service Level:** The contractor shall fill all original orders at a monthly average of 98% or above on the scheduled delivery day. The remaining 2% shall be delivered within 24 hours of the scheduled delivery day unless the school district agrees that the product will be reordered.

**Brand identification:** This is a qualified product specification. Bidders must bid on the specific name brand items requested. Deviations from this requirement will not be considered. When “Distributors Choice” is used in the approved brand column the distributor may offer a price on any brand. The brand on which the price is offered must be stated in the bid documents and cannot be changed during the effective period without the permission of the school district. When “Private Label” is used in the approved brand column the appropriate quality level of the private label included in the Corporate/Cooperative labeling chart in this document shall be bid. The vendor only needs to circle the word private label and the school district can be assured that the brand bid is the same as the chart.

**Standards of identity:** All products must conform to U.S. minimum standards of identity as authorized by the Food, Drug and Cosmetic Act and the supporting regulations in 21 CFR. Failure to comply places the contractor in violation of the contract with the school district as well as Federal law.

**Unit price prevails:** Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

**Units of purchase:** Whenever wholesale units of purchase are standardized, i.e., 6/#10, the bid unit is specified as case, box, etc. If case, bag or box is the bid unit, then the description will specify the exact pack. When a potential contractor wishes to quote a pack size which is different from the unit specified in the product description, a different size may be quoted, but the total quantity must be adjusted.

The potential contractor shall always mark out the pack specified and insert the pack being bid. The adjustment shall be made in the total quantity. A change in the bid unit or cost per unit is not acceptable. On items where the bid unit is specified in other terms, a space will be provided for potential contractor to enter the pack of the item being quoted. The potential contractor must complete this space when provided. If the pack size is followed by the word “only” the potential contractor must bid on the pack specified.

**Drained weights:** Drained weight of "wet pack" items shall conform to good industry practices and the minimum requirements of the Federal Food, Drug and Cosmetics Act. The individual products shall conform to drained weights as prescribed in the individual specifications of each product in 21CFR. Except for whole tomatoes drained weight is not a factor in USDA grades.

**Substitutions:** If a contractor is temporarily out of stock of a particular item, an equal or superior product at an equal or lower price may be delivered, with prior approval of the school district. If a contractor is unable to deliver a product or an approved substitute product, the school district shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. The contractor shall pay the difference in the amount paid for the substituted product and the amount of the contracted price.

#### **IV. METHOD OF PAYMENT and PRICING INFORMATION**

A) **Prices** - Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties and based on the [Consumer Price I \(CPI\)](#).

Price escalation language:

- Vendors may petition for increases in the invoice price once every three (3) months.
- Vendors may petition for an increase based on an emergency created by unusual market conditions
- Petitions for increases shall be received by the school a minimum of 15 days prior to the effective date.
- Petitions for increases shall be based on the cost of product only.
- Approval or rejection of requested increases will be based on third party market bulletins.
- If a petition for an increase is not covered by a third-party market bulletin, the school district may request that the vendor obtain new price quotes from several sources.
- The vendor is expected to pass market decreases on to the school district. The school district may petition for an invoice decrease based on third party market reports.

b) The successful Bidder warrants that the bid price(s), terms and conditions stated in his/her bid shall be firm through the bid process and until the time the award is made at which time prices shall remain firm and fixed for the entire contract period.

c) All bid prices must include all charges for packing and transporting to the individual schools listed at the addresses on the attached sheet.

d) Prices will not include Federal Excise Tax or State Sales Tax.

e) The Board/SNP will make payment within thirty (30) days of receipt of the invoice for properly received goods and services after inspection and acceptance of the product by the Board/SNP. Advance billings are not allowed. Where partial delivery is made, invoice for such part shall be made upon delivery, and payment made within thirty (30) days under conditions as above.

f) Invoicing

i) Invoices, at minimum, shall consist of the following information:

1. Delivery location
2. Item description and cost
3. Extended cost for total quantity purchased
4. Total cost of all products purchased

ii) Monthly statements will be mailed to:

Pearlie Whitfield, Administrative Assistant  
Dillard Academy

**V. METHOD OF SHIPMENT/DELIVERY**

- a) **Orders and deliveries** - Orders and deliveries shall be supplied by the vendor as requested and specified except during an emergency and on holidays.
- b) All orders are to be delivered once per week.
- c) In an emergency situation in which the Board/SNP requires delivery in less than 2 days and the vendor cannot provide the goods within the emergency delivery period, the Board/SNP has the option to purchase those goods from another source with no penalty to either party.
- d) Delivery schedules that fall on a holiday will be made the following business day.
- e) Delivery of product must be made in a well-maintained refrigerated truck. All deliveries shall be placed in the area designated by the designee. Under no circumstances may a delivery be left outside the building. Deliveries must be received as specified.

**VI. EVALUATION FACTORS**

- a) Bids will be evaluated in accordance with the required specifications as listed in this IFB. At the Board/SNP's discretion, a bid may be eliminated from consideration for failure to comply with any required specification, depending on the nature and extent of non-compliance. In addition to meeting mandated specifications, bids will be evaluated for the ability of the Bidder to provide, in the Board/SNP's opinion, the best overall solution to meet the Board/SNP's specifications.
- b) The Board/SNP reserves the right to award a single contract for the total requirement of the IFB or award multiple contracts on a group or line item basis in any combination that best serves the interest of the Board/SNP.

**VII. ADDITIONAL BID INSTRUCTIONS**

- a) **Bid modifications** – Bids cannot be modified after receipt of bids. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The Board/SNP reserves the right to request information or respond to inquiries for clarification purposes only.
- b) **Bid withdrawal** – Bidders may withdraw bids at any time up to the scheduled time for receipt of bids. Bidders desiring to withdraw their bid must submit the purpose for withdrawal in writing to the School Nutrition Board/SNP before the bid opening deadline (bid close date). Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.
- c) **Addenda** -If clarification of the specifications/instructions is required the request shall be made in writing not later than seven working days prior to the time and date set for the bid opening. The school district will respond to the request in the form of an addendum issued to all potential bidders. No addenda will be issued within five working days of the date and time of bid opening. Should a question arise which requires clarification during this time period the date and time of bid opening will be

delayed to allow issuing an addendum.

**d) Bid examination -**

- i) Bidders shall carefully examine all documents in the solicitation to obtain knowledge of existing conditions, limitations, and requirements. Failure to examine the documents will not relieve the Bidder of responsibility for same nor will extra payment or change order requests be considered for conditions which could have been determined by examining the solicitation.
- ii) Bids will be considered as conclusive evidence of complete examination and understanding of the terms and conditions of the bid documents including the specifications and all requirements thereof of the IFB. It is understood that submission of a bid indicates full acceptance of the same by the parties submitting the bid. Furthermore, by submitting a bid the Bidder waives the right to claims for additional time or monetary compensation for all work without limit required to complete the contract which could have been obtained by the Bidder through examination of all documents, or raising a question regarding requirements prior to submitting a bid.

**e) Rejection or Disqualification of bids -**

- i) A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.
- ii) The Board/SNP reserves the right to waive a bid's minor irregularities if rectified by Bidder within three business days of the Board/SNP's issuance of a written notice of such irregularities.
- iii) The Board/SNP reserves the right to disqualify bids upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- iv) Issuance of this IFB in no way constitutes a commitment by the Board/SNP to award a contract. The Board/SNP reserves the right to accept or reject, in whole or part, all bids submitted and/or to cancel this solicitation if it is determined to be in the best interest of the Board/SNP.
- v) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the Board/SNP may be considered a non-responsible Bidder and their bid may be rejected. The Board/SNP reserves the right to exercise this option as is deemed proper and/or necessary.
- vi) The Board/SNP reserves the right to accept or reject any or all bids, or to accept any part of a bid without accepting the whole thereof, or to accept such bid as they deem to be in the best interest of the Board/SNP.

**f) Offer Acceptance Period** - Bid proposals are an irrevocable offer for 60 days after the bid opening time and date.

**VIII. ORDERING INFORMATION**

a) **Credit** – A credit or replacement will be issued for damaged or unacceptable food. Replacement of damaged or unacceptable food will be made no later than the next delivery date.

b) **Inspection** - Upon delivery of product, the items will be inspected by the facility, and if found to be defective or failing in any way to meet specifications as indicated, the items may be rejected or



returned. Problems found with products due to concealed damage will be addressed on a case by case basis. Rejected product must be picked up no later than the next delivery date.

c) **Emergency orders** - In an emergency situation in which the Board/SNP requires delivery in less than two (2) days and the Contractor cannot provide the supplies within the emergency delivery period, the Board/SNP has the option to purchase those supplies from another source with no penalty to either party.

d) **Estimated Quantities** - The quantity is identified as “estimated” and it shall be understood and agreed that quantities listed are estimates only and may be increased or decreased. Therefore, if the amount ordered is less than that shown, that fact shall not constitute the basis for a price adjustment nor will the Board/SNP be responsible for ordering/paying for the resulting difference.

## **IX. AMENDMENTS AND MODIFICATIONS OF CONTRACT**

The contract between the Board/SNP and the vendor shall not be amended or modified, nor shall any of its terms be waived, except in writing and executed by both parties.

## **X. ASSIGNMENT**

The vendor shall not assign, transfer, convey, delegate, sublet, or otherwise dispose of its agreements with the Board/SNP, or its rights, title, or interest herein, or its power to execute such agreement, to any other person, company, or corporation without the previous consent and written approval by the Board/SNP.

## **XI. INDEMNIFICATION**

**Indemnification:** The contractor shall defend, indemnify and hold harmless the school from any claim, demand, suit, liability, judgment and expense (including attorney’s fees and other costs of litigation) arising out of or relating to injury, disease or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor is responsible. The contractor’s liability shall not be limited by any provisions or limits of insurance set forth in this contract. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the school district or its employees.

## **XII. TIME OF PERFORMANCE**

a) Notwithstanding any delay in the preparation and execution of the formal contract agreement, the Contractor shall be prepared, upon written notice of bid award, to commence delivery of goods pursuant to the award on **July 1, 2018.**

b) The Contractor must comply with the time of performance.

## **XIII. FORCE MAJEURE**

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party’s performance of this contract is prevented by reason of Force Majeure. The term “Force Majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; fire; flood; or other similar occurrences beyond the control of the contractor or the

school district.

XIV. EVIDENCE OF INSURANCE (Best Practice)

a) The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this IFB the following insurance:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
General Liability/Property Damage	\$500,000 each occurrence \$1,000,000 aggregate
Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Liability/Property Damage	\$500,000 each occurrence
Bodily Injury	\$500,000 each occurrence \$1,000,000 aggregate

b) Prior to commencement of performance of this Agreement, Contractor shall furnish to the Board/SNP a certificate of liability insurance evidencing all required coverage in at least the limits required herein, naming the Dillard Academy Board of Directors, its selected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage, and providing that no policies may be cancelled without ten (10) days advance written notice to the Board/SNP. Such certificate shall be issued to: Dillard Academy Board of Directors, Danielle Baptiste, Child Nutrition.

c) Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, which ever shall occur later.

XV. WARRANTY (Best Practice)

Successful Bidder shall fully warrant all PRODUCTS furnished under the terms of this contract, against poor and inferior quality. Time is of the essence of this contract. While under warranty, successful Bidder shall replace any damaged or inferior product in a timely manner to minimize the disruption of the Board/SNP's operations.

XVI. **Gifts and gratuities:** Acceptance of gifts from contractors and the offering of gifts by contractors are prohibited. No employee of the school district purchasing products under provisions of the contract issued as a result of this invitation shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

XVII. **Severability:** The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.

XVIII. **Waiver and rejection rights:** Notwithstanding any other provisions of the solicitation, the school reserves the right to:

- \_ Waive any immaterial defect or informality;
- \_ Reject any and all offers or portions thereof; or
- \_ Cancel a solicitation.



- XIX. **Release from contract:** In the event the market for a product covered by this request escalates to a point that the vendor is delivering product at less than cost, the vendor may petition for release from the contract. The petition shall be supported by a third party market bulletin. The decision to release the vendor from the contract will be based on the difference between the market at the time of the bid opening and the current market for this item.
- XX. **State Contract Language:** No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

**ATTACHMENT A**  
**CONTRACT SIGNATURE PAGE**

This agreement is dated as of \_\_\_\_\_ by and between the Dillard Academy Board of Directors, School Nutrition Dept., (hereinafter called Board/SNP) and \_\_\_\_\_ hereinafter called CONTRACTOR.

Board/SNP and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

**ARTICLE1. PRODUCTS**

CONTRATOR shall provide all products as specified or indicated in the Contract Documents. Contractor shall supply and deliver Food Products, Small Wares, Paper and Chemical Products, Bread, Milk and Dairy Products, and Kitchen Supplies. To the Board/SNP's school.

**ARTICLE2. CONTRACT TIME**

The food deliveries shall be in accordance with this Agreement and are to be completed as specified in IFB.

**ARTICLE3. CONTRACT PRICE**

Board/SNP shall pay CONTRACTOR for delivery of Food Products, Small Wares, Paper and Chemical Products, Bread, Milk and Dairy Products, and Kitchen Supplies.in accordance with CONTRACTOR’S bid, which is attached hereto. Board/SNP shall pay CONTRACTOR net 30 days from date of invoice unless other terms of payment are agreed upon.

**ARTICLE4.INVOICEPROCEDURES**

Invoices for payment with appropriate supporting documents shall be sent to the following address:

Dillard Academy  
P.O. Box 1188  
Goldsboro, NC 27533-1188

**ARTICLE 5. CONTRACTOR’S REPRESENTATIONS**

In order to induce Board/SNP to enter into this Agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has examined and carefully studied the Contract Documents and all other related data identified in the Bidding Documents.

5.2 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the products.

**ARTICLE 6. CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire agreement between Board/SNP and CONTRACTOR concerning the work, consist of the following:

- Transmittal Page
- Standard Terms and Conditions
- Special Terms and Conditions
- Attachment A- Contract Signature Page
- Attachment B- Food Specifications
- Attachment C- Vendor Bid Form
- Attachment D- Lobbying Certificate Disclosure

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented by written agreement between both parties.

IN WITNESS WHEREOF, Board/SNP and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to Board/SNP and CONTRACTOR.

This Agreement will be effective August 20, 2018.

\_\_\_\_\_ Signature Director

\_\_\_\_\_ Name of CN Administrator

\_\_\_\_\_ Date

\_\_\_\_\_ Vendor Company Name

\_\_\_\_\_ Signature of Company Representative

\_\_\_\_\_ Name of Company Representative

\_\_\_\_\_ Date

# ATTACHMENT B Food Specifications

(Annual estimates)

**THE QUANTITY IS IDENTIFIED AS “ESTIMATED” OR AS “MORE OR LESS”; IT SHALL BE UNDERSTOOD AND AGREED THAT QUANTITIES LISTED IN THE SCHEDULE ARE ESTIMATES ONLY AND MAY BE INCREASED OR DECREASED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT AND THAT THE BOARD/SNP IN ACCEPTING ANY BID OR PORTION THEREOF, CONTRACTS ONLY AND AGREES TO PURCHASE ONLY THE SUPPLIES, EQUIPMENT, AND MATERIALS IN SUCH QUANTITIES AS IT SUBSEQUENTLY ORDERS. SERVING SIZES ARE ESTIMATES AND MAY BE REVISED TO ENSURE MEALS MEET NSLP/SBP REQUIREMENTS.**

## Breakfast

8,640 WG Muffins (2oz BE)  
8,640 Sausage Biscuit (1oz M/MA, 1 oz BE)  
8,640 Pop Tarts (2.25oz GE)  
8,640 Pancake on a Stick (at least 2oz BE or M/MA)  
17,080 Assorted WG Cereal (2oz individual servings)  
33,200 Fruit Cup w/ 100% fruit juice (1/2 cup)  
10,000 Fresh Fruit

## Lunch

5,600 Cheeseburger Patties (2oz M/MA)  
5,600 Corndogs (at least 1oz M/MA and 1 oz Bread Equivalent (BE))  
5,600 Servings Chicken (2oz fresh or frozen pieces)  
5,600 WG Pizzas (at least 1 oz M/MA, 1 oz BE)  
5,600 Servings Smoked Sausages (2 oz M/MA )  
5,600 Servings Chicken Nuggets (2 oz M/MA and 1 oz BE)  
5,600 Chicken Filets (2 oz M/MA and 1 oz BE)  
5,600 Beef Patties (2oz M/MA)  
5,600 Ravioli (CN labeled)  
5,600 Hot Dog (no pork, 2 oz M/MA)  
580 lbs Frozen Sweet Potato Puffs  
280 #10 Cans Pinto Beans  
180 #10 Cans Yams  
1400 lbs frozen broccoli  
1100 lbs sliced frozen carrots  
180 lbs frozen collard greens  
560 lbs fresh romaine lettuce  
420 #10 cans green beans  
420 lbs whole fresh cabbage  
460 lbs grape tomatoes  
580 lbs frozen green peas  
770 lbs frozen mashed potatoes  
600lbs frozen sweet potatoes  
220 #10 Cans baked beans  
180 #10 cans whole kernel corn

340 lbs frozen French fries  
9,600 ½ cup fruit cups (100% fruit and juice)  
11,200 bananas  
5,600 sliced apples  
800 lbs grapes  
5,600 Oranges  
560 Pears  
500 lbs frozen strawberries  
10,000 Hamburger buns  
5,000 hotdog buns  
5,000 whole wheat rolls  
700 lbs brown rice  
9,600 100% fruit juice (1/2 cup)  
8,000 100% fruit juice (3/4 cup)

100,800 oz assorted milk (1% milk fat and fat free flavored)

# ATTACHMENT C VENDOR BID FORM

**Notice to Bidders:**

It is essential that the submitted Bid complies with all the requirements contained in this IFB. The undersigned Bidder agrees, if this bid is accepted, to enter into an agreement with the Board/SNP on the form included in the Contract Documents to perform and furnish all products as specified or indicated in the contract documents.

This Bid is submitted to: \_\_\_\_\_ Board of Directors  
School Nutrition Division  
504 W. Elm St.  
Goldsboro NC 27530

This Bid is submitted on this date: \_\_\_\_\_

*Communications and questions regarding this bid are to be directed to:*

Contact Name/Title: \_\_\_\_\_  
Contact Telephone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

**Receipt of Addenda:**

In submitting this Bid, Bidder represents that they have received and examined the following Addenda:

Addendum 1 \_\_\_\_\_ Date \_\_\_\_\_  
Addendum 2 \_\_\_\_\_ Date \_\_\_\_\_

**Checklist for Bidder:**

The following documents are attached to and made part of the Bid (check all that applies):

- Lobbying Certificate
- Food Specifications
- Vendor Bid Form
- Contract Signature Page

**Bid Pricing:**

Unless items are specifically excluded in the Bid, the Board/SNP shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount as set forth by the Bidder herein.

**Total Bid Price:** \$ \_\_\_\_\_

**Authorized Signature of Bidder:** (This bid form must be signed by an individual with actual authority to bind the company.)

\_\_\_\_\_  
Company Type (check one):

Sole Proprietorship     Partnership     Corporation     Joint Venture

Bidder attests that:

He/she has thoroughly reviewed this IFB and that this Bid response is submitted in accordance with the IFB requirements.

Company Name: \_\_\_\_\_

Federal ID#1: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature\*\*:

Signatory's Name: \_\_\_\_\_

Signatory's Title: \_\_\_\_\_

# ATTACHMENT D - LOBBYING FORM & DISCLOSURE

## 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

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Date



## **USDA NONDISCRIMINATION 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, 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](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:

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

This institution is an equal opportunity provider.

## Historically Underutilized Business (HUB) Certification

Companies submitting proposals 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 Proposal.

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



# Dillard Academy Charter School

www.dillardacademy.org

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Mrs. Hilda G. Hicks, Executive Director

[hhicks@dillardacademy.org](mailto:hhicks@dillardacademy.org)

(919)581-0166

Dr. Richard O. Knight, Principal

[rknight@dillardacademy.org](mailto:rknight@dillardacademy.org)

(919)581-0128 ext 1137

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## RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

### 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 proposal 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/proposal 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 proposal.

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

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

\_\_\_\_\_  
Date

## **RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET**

### **Instructions for Certification**

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

**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 Dillard Academy property or at Dillard Academy 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. Dillard Academy reserves the right to prohibit any individual employee of Vendor from providing services on Dillard Academy property or at Name of SFA) events if Dillard Academy determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Name of Vendor/Contractor: \_\_\_\_\_

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

Printed Name of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## Certification of Compliance with the Iran Divestment Act

Name of Vendor/Contractor: \_\_\_\_\_

Assures compliance with the IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 147-86.59 (see [https://www.nctreasurer.com/inside-the-department/OpenGovernment/Iran%20Divestment%20Act%20Resources/Iran\\_Final\\_Divestment\\_List.pdf](https://www.nctreasurer.com/inside-the-department/OpenGovernment/Iran%20Divestment%20Act%20Resources/Iran_Final_Divestment_List.pdf))

As of the date listed below, the Vendor/Contractor listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. (Note: 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](http://www.nctreasurer.com/Iran) and periodically circulated to Local Government Units.)

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. 147-86.59(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. 147-86.59(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.

The Iran Divestment Act of 2015 can be found online at:

[http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_147/Article\\_6E.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_147/Article_6E.pdf) \*\*The Act's requirements use the term "State agency." G.S. 147-86.57(7) provides that in the Act, the term "State agency" includes not only State departments, boards, commissions, executive departments, officers and institutions, but also "any political subdivision of the State" such as a Local Government Unit.