

**Hertford County Public Schools
Child Nutrition Department
Winton, North Carolina**



**REQUEST FOR PROPOSALS
FOR HERTFORD COUNTY MIDDLE SCHOOL
DINING ROOM FURNITURE AND INTERIOR DESIGN**

ISSUE DATE: April 8, 2024
PROPOSAL DUE DATE AND TIME: May 6, 2024 @ 11:00 am

April 8, 2024

Dear Service Provider:

Hertford County Public Schools Child Nutrition Department is requesting proposals from qualified persons or firms interested in the furnishing and interior design of **Hertford County Middle School** cafeteria dining room. The requirements for submitting a proposal are stated in the attached Request for Proposal (the "RFP"). Please review this document carefully.

A pre-proposal meeting for the purpose of reviewing the RFP and visiting the **Hertford County Middle School** cafeteria will be held on **April 16, 2024 at 2:00 PM** at **Hertford County Middle School located at 1850 NC-11, Murfreesboro, NC 27855.**

As outlined in the RFP, proposals are due to Hertford County Public Schools, Attn: Judith Hoggard, Child Nutrition Department, P.O. Box 158, 701 N. Martin St., Winton, NC 27986, no later than **May 6, 2024 at 11:00 am.** A minimum of one original (clearly designated) and two copies are required. Submit in a sealed opaque envelope plainly marked as follows:

Request for Proposals
Attn: Judith Hoggard, Child Nutrition Department
****Name of the company / individual submitting the proposal****
Dining Room Furniture and Interior Design: Hertford County Middle School Cafeteria

RFP questions may be directed to the Child Nutrition Director, Judith Hoggard. Please submit any RFP related questions to the email address jhoggard@hertford.k12.nc.us.

Hertford County Public Schools reserves the right to reject any or all quotes and to award the contract that is in the best interest of the SFA or school district.

Sincerely,

Judith Hoggard
Child Nutrition Director

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. fax:
(833) 256-1665 or (202) 690-7442; or
3. email:
Program.Intake@usda.gov

This institution is an equal opportunity provider

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

I have read the terms, conditions of the Request for Proposal and I am submitting for consideration the proposal attached including all accessory information. I have not divulged, discussed or compared the proposal with any other respondent, and have not colluded with any other respondent. I certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that this proposal has been independently arrived at without collusion with any other proposed competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

Company Name: _____ **Authorized Signature:** _____

Address: _____ **Print Signer's Name:** _____

Title: _____

Phone: _____ **Email:** _____

**Dining Room Furniture and Interior Design of Hertford County Middle School Cafeteria
Request for Proposals**

Issued April 8, 2024

Proposal Submission Deadline: May, 6, 2024 at 11:00 am

INTRODUCTION

Hertford County Public Schools invites qualified firms to submit proposals for Dining Room Furniture and Interior Design/Materials for the **Hertford County Middle School** cafeteria. Proposals should depict a transformation of the cafeteria into an attractive, modern day eatery.

SUBMISSION DEADLINE

Respondents shall submit a minimum of one original (clearly designated) and two copies of their response to this RFP no later than **May 6, 2024 at 11:00 AM**. Submissions should be clearly marked "RFP Response: **Hertford County Middle School** Cafeteria" and delivered to:

**Hertford County Public Schools
Attn: Judith Hoggard - Child Nutrition Department
PO Box 158 (mailing address)
701 N. Martin Street (street address)
Winton, NC 27986**

PURPOSE AND SCOPE

Hertford County Public Schools (hereinafter referred to as "school district") is seeking proposals from firms qualified and experienced in providing dining room furniture and interior design/materials for public facilities or school cafeterias. Students have demonstrated that learning is enhanced after completion of a healthy meal; therefore, the Child Nutrition Department is dedicated to providing all students a nutritious and complete meal in a comfortable and appealing environment.

The successful bidder shall perform the following phases:

1. Site Visit and Information Gathering
2. Preliminary Design
3. Revisions to Preliminary Design
4. Final Design and Plan Production
5. Production, Delivery and Installation Services
6. Project Management

Scope

1. The selected bidder will provide and install dining room furniture for the cafeteria with seating capacity for a minimum of 225 students. The selected bidder will provide interior design services, complete with design, materials and installation.
2. The design should also reflect school pride that is age appropriate.
3. The selected bidder will reorganize existing spaces and make updates to better reflect current and emerging customer expectations and operating models.
4. If the design includes some type of menu board, the board may reflect school pride and must be able to be changed daily and easily by the cafeteria staff.
5. The selected bidder may include the floor, wall, ceiling finishes and lighting in their recommendations. Other items that could be included in this design solution are artwork, graphics and signage.
6. All design options must include color renderings that show the following:

Floor plan of entire proposed dining area seating layout with furniture.

Any custom graphic representations and finish colors.

Written specifications of all new pieces of furniture with branding/manufacturer.

7. The selected bidder will incorporate a variety of seating options which may include: attached seating, high top table and chairs, booths, and/or other modern seating options. Furniture selections should be non-porous, cleanable, durable and movable.

Phase I - Site Visit and Information Gathering

The bidder will gather and complete field dimensions, interview various staff, photograph site and secure any architectural plans that may be needed.

Phase II - Preliminary Design

The bidder will prepare and present the following:

- a. Overall project plan
- b. Material specifications and finish board; samples of actual material may be submitted
- c. Line drawings of sections and details (may use actual photographs to depict images or color changes)
- d. Art and graphics package illustrating décor, signage and any other custom elements
- e. **Pricing list for all design elements and furniture pieces.**

Phase III - Revisions to Preliminary Design

During this phase, the selected bidder will make minor modifications to the preliminary design. Revisions made beyond the scope of services that would require additional cost will be submitted in writing by the successful bidder and approved by the Child Nutrition Director prior to work being initiated.

Phase IV - Final Design and Plan Production

The selected bidder will coordinate all final documents, drawings and bid details.

Phase V - Delivery and Installation

The selected bidder will deliver all materials and provide complete installation services as required to complete the project.

Phase VI – Project Management and Payment for Services Rendered

Project management should include a detailed timeline as needed for successful completion of the project. Payment to the successful bidder will be made within 30 days of the completion of the installation.

OBJECTIVE

To transform the cafeteria dining area into an attractive area with positive messages incorporating school spirit and/or wellness and healthy eating. The Child Nutrition Department wishes to provide a comfortable atmosphere where students can enjoy eating in a pleasant dining area of which they can be proud. School colors and mascot should be included and décor should be age appropriate for **middle school students**.

TARGET AUDIENCE

School staff and **middle school aged children (grades 6-8)**.

PROPOSAL FORMAT

Prefacing the proposal, the offer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- a. Full name and address of the contractor submitting the proposal and a brief summary of the contractor's corporate experience and individual experience for personnel who will provide the product or service.
- b. A list of at least three (3) references from current customers. Each reference must contain the reference's name, address, and telephone number for point of contact.
- c. Executed copies of certifications included at the end of this RFP. Forms are attached.

Attachment A **Evidence of Insurance

Attachment B **Vendor Data Sheet

Attachment C **Reference Data Sheet

Attachment D **NC Lunsford Act

Attachment E **HUB Certification (32.7)

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

Attachment G **Certification Regarding Debarment, Suspension and Other

SCHEDULE OF EVENTS

DATE EVENT

April 8, 2024 RFP emailed to prospective bidders

April 16, 2024 Site visits completed

May 6, 2024 Due date for preliminary design proposals (Due at 11:00AM)

May 6, 2024 - May 17, 2024 Evaluation of proposals

May 17, 2024 Contractor preliminary award

May 27, 2024 HCPS Board of Education - Contractor Approval (BOE Meeting)

September 23, 2024 Final designs and production to begin

October 30, 2024 All production, delivery, and installation completed

CLARIFICATIONS

Any questions concerning this RFP must be submitted via email to jhoggard@hertford.k12.nc.us no later than **11:00 AM on April 22, 2024**. Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point of the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event it becomes necessary to provide additional clarifying data or information, all parties invited to quote will be notified by email. Each proposal shall stipulate that it is predicated upon the terms, conditions and any posted addendums.

PREPARING AND SUBMITTING A PROPOSAL

General Instructions:

The evaluation and selection of a contractor(s) will be based upon the vendor's proposal, products, and references. Failure to respond to each of the requirements in the RFP may be the basis for rejecting the proposal. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired.

Proprietary Information:

Informal quotes received under N.C. G.S. 143-131 are confidential, and not subject to public inspection

until the purchase order is awarded.

Incurring Costs:

The Child Nutrition Department is not liable for any cost incurred by proposers in replying to this RFP.

Right to Reject Proposals and Negotiate Contract Terms

The Hertford County Public Schools Board of Education reserves the right to reject any and all proposals and to waive minor irregularities and technicalities. The judgment of the Hertford County Public Schools Board of Education on such matters shall be final. Hertford County Public Schools Board of Education 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 District may negotiate a contract with the next highest scoring proposer.

SELECTION PROCESS

Award will be made to the firm submitting the best response proposal satisfying the areas of experience, financial stability, cost, and service capabilities based on the following criteria:

Criteria	Points Possible
Design (The ability to utilize age-appropriate graphics, use of color, and creativity in achieving the objective)	30
Financial Proposal (Fees for providing product and service)	30
Experience (Documented experience in educational grades 9-12 environment)	15
Furnishings must be easy to clean, movable and durable.	10
Warranty Coverage	10
Days to complete the project upon award	5
Total	100

Bidders are required to submit a presentation book to specify the design plan. One electronic copy of the presentation book must also be included on a flash drive. Contractors may also send actual samples of the materials that they plan to use.

CONTRACT AWARD

As provided by Statute, the award will be based on the lowest and best bid(s) most advantageous to the Hertford County Public Schools Board of Education. It is not the policy of Hertford County Public Schools to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by Hertford County Public Schools. In evaluating the bids received and determining the best overall value Hertford County Public Schools may consider any combination of the following criteria:

1. Prices offered
2. References provided for proposed service
3. General reputation and performance capabilities of bidder

Award and Final Offers

If awarded, the intent of Hertford County Public Schools is to award to the lowest most responsive and responsible proposer that meets the award requirements. The right is reserved by Hertford County Public Schools to reject any or all proposals.

Notification of Intent to Award:

As a courtesy, the District may send a notification of award memo to responding vendors at the time of the award.

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 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.

Assurance of Non-Collusion

By signing this proposal, 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 Standard Terms and Conditions related to this RFP,
- (2) This proposal 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 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 proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this proposal,
- (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 proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of proposals.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a proposal.

Assurances Regarding Legal and Ethical Matters

By signing this proposal, the offeror assures that:

- (1) he/she has read and understands all the Standard Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit proposals 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 proposal response,
- (3) the proposal submitted conforms with all item specification, these Standard Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this proposal is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this 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 proposal,
- (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 proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal, 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 proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the offeror's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this proposal any such matters which do exist is a material breach of contract which would void the submitted proposal 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 proposal 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 it's members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under the 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 proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the Offeror 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.

Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address

given on page 2 of this document. Protests must be received in this office within 15 calendar days from the date of the contract award and provide specific written supporting documentation for the protest.

PURCHASE ORDER NOTIFICATION

Awarded vendor will be notified of the Purchase Order from the Hertford County Public Schools - Child Nutrition Department via email.

Hertford County Public Schools has the right to cancel the contract if the 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.

Hertford County Public Schools has the right to cancel the contract without cause if deemed in the best interest of the District. The cancellation will provide 90 days' notice during which time both parties will continue to uphold the terms of the contract.

BILLING AND ACCOUNTING

- Invoices should be sent directly to:

**Hertford County Public Schools
Attn: Judith Hoggard - Child Nutrition Department
PO Box 158
Winton, NC 27986**

VENDOR RESPONSIBILITIES

Organization Capabilities:

Provide a brief history of the company and the present organizational structure of the firm describing the management organization and this project's coordination structure.

Staff Qualifications

Provide a brief introduction for each of the key staff or team members who would be assigned to the project. Please include their years of experience with your company. Indicate who will be the company's primary contacts. **Attachment B**

Proposer References

Proposers must include in their RFPs a list of three organizations, including points of contact (name, address, fax number, e-mail address and telephone number), which can be used as references for work performed in the area of service required. The organizations should be similar in size and nature to the Hertford County Public Schools Child Nutrition Department. A brief description of the services provided shall accompany each reference. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be used in scoring the written proposals. **Attachment C**

Methodology

The vendor shall describe in detail the methodology and procedures that will be used to meet the requirements of the RFP. This should include planning, coordination, problem solving, and technical assistance support.

ADDITIONAL AREAS OF REGULATORY COMPLIANCE

- The vendor shall comply with all rules and regulations related with equal employment opportunities, Affirmative Action Programs and the American Disabilities Act.
- The vendor must pay all federal, state, and FICA maintain appropriate insurance coverage including Workmen's Compensation.

- The Vendor's personnel are to present a professional appearance at all times while on school property. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any of the School District facilities.
- The Vendor's personnel are forbidden to consume alcohol, use tobacco, or possess firearms on school property at any time.
- The employment of unauthorized aliens by the Vendor is considered a violation of Section 247A (e) of the Immigration Reform and Control Act of 1986. If the Vendor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the Contract.
- Vendor shall comply with all Terms and Conditions of HCPS Board of Education as identified in **Attachment A** and shall provide a Certificate of Insurance as proof of compliance with insurance requirements.
- **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. **Attachment D.**
- The Vendor awarded the Contract must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statute Chapter 14-234.
- **N.C. Law Clause:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of North Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the successful bidder agrees to subject him/herself to the jurisdiction and process of the courts of the State of North Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- **Hold Harmless:** The contractor shall hold the district harmless from any and all damages and claims that may arise by reason of any negligence on the part of the contractor, his agents or employees in the performance of the contract.
- **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested vendor to notify the School Nutrition director for the school district in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.
- **Non-Collusive Clause:** By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same items, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- **Retention of Records:** The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The district, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- **Drug Free Workplace Act:** The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.
- Bids that have been certified by the North Carolina Department of Administration as **Historically Underutilized Business (HUB)** Entities are required to indicate their HUB status when responding to the RFP. The Vendor shall submit evidence of HUB Certification in **Attachment E.**
- Submission of **Certification of Contracts, Grants, Loans, Cooperative Agreements** and Lobbying is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any Vendor 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. Certification should be provided in **Attachment F.**
- The Vendor is required to complete, sign and attach the **Debarment and Suspension Certification Form** after accessing North Carolina Department of Administration website and checking the debarment section at <http://www.doa.state.nc.us/PandC/actions.asp>. The signed form should be included as **Attachment G.**

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

ATTACHMENT A

EVIDENCE OF INSURANCE (2.8)

Attach a copy and/or evidence of the required property, liability and worker's compensation insurance.

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

**ATTACHMENT B
VENDOR DATA SHEET**

1. Proposing Company Name: _____

Telephone: _____ Toll Free Telephone: _____

Fax: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Federal Employee Identification Number (FEIN):

Email Address: _____

2. Vendor contact person in the event there are questions regarding the proposal.

Name: _____ Title: _____

Telephone: _____ Toll Free

Telephone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

3. Vendor contact person (*include the mailing address*) designated to receive the SFA's or the school district's purchase orders, contracts, billing information, and/or any other contact information.

Name: _____ Title: _____

Telephone: _____ Toll Free

Telephone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

ATTACHMENT C
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 three (3) or more installations/services with requirements similar to those included in this solicitation document. If a vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name: _____

Address: _____

Email: _____

Telephone: _____ **Contact Person:**

Fax: _____

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

Dollar Volume: \$ _____

Description of Project: _____

Number of Project Sites: _____

Company Name: _____

Address: _____

Email: _____

Telephone: _____ **Contact Person:**

Fax: _____

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

Dollar Volume: \$ _____

Description of Project: _____

Number of Project Sites: _____

Company Name: _____

Address: _____

Email: _____

Telephone: _____ **Contact Person:** _____

Fax: _____

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

Dollar Volume: \$ _____

Description of Project: _____

Number of Project Sites: _____

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

ATTACHMENT D

NC LUNSFORD ACT N.C. General Statute 14-208.18

The Contractor 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 Contractor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on Hertford County Public Schools District property. The Contractor 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. Contractor 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. Hertford County Public Schools reserves the right to prohibit any individual employee of Contractor from providing services on School District property or at any School District events if the School District(s) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

By signing this form the Vendor agrees they conduct criminal background checks and do not hire a 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. Also that the manufacturer conducts 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 for persons employed by the company.

Company Name (Print)

Authorized Signature Date

Printed Name

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

ATTACHMENT E

**HUB Certification (32.7)
Historically Underutilized Business (HUB) Certification**

Companies submitting Bids that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB). Entities are encouraged to indicate their HUB status when responding to this IFB.

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

Check all that apply:

☐ **Minority**

☐ **Small Business**

☐ **Women Owned**

Company Name (Print) _____

Signature of Authorized Representative _____

No, My Company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

Company Name (Print) _____

Signature of Authorized Representative _____

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

ATTACHMENT F

Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying (32.8)

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 the 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.

Company Name (Print)

Authorized Signature Date

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

ATTACHMENT G

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

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Company Name (Please Print)

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

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

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

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

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

