

ATTACHMENT A

EVIDENCE OF INSURANCE

Attach copy, or evidence, of required Property, Liability and Worker's Compensation Insurance.

Distributor Insurance documents are mailed to the **School District Contact Listed** in this document.

The vendor awarded the Contract shall maintain all necessary insurance for the period during which purchases are made, including Comprehensive General Liability Insurance, Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance. The vendor must provide a Certificate of Insurance that it currently has, and agrees to purchase and maintain, during its performance under this Contract, from one or more insurance companies authorized to do business in the State of North Carolina. The vendor shall promptly furnish to the owner certificates of insurance listing Johnston County Public Schools as an Additional insured. The certificate holder shall be named: Johnston County Public Schools, PO Box 1336 Smithfield, N.C. 27577.

Certificates of such Insurance shall be furnished by Provider to the School District Contact and shall contain an endorsement to provide the School System written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.

Commercial General Liability – Vendor shall maintain Commercial General Liability insurance that shall protect the vendor from claims of bodily injury or property damage which arise from performance under this Contract in the amount of \$1,000,000 each occurrence and Personal & Advertising Injury \$1,000,000 each occurrence with \$2,000,000 General Aggregate. **The district shall be listed as an additional insured.**

Vehicle Bodily Injury and Property Damage - The Vendor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. **The district shall be listed as an additional insured.**

Worker's Compensation - The Vendor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employer's liability insurance of all employees participating in the provision of services under this contract.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner. Failure to provide such notice shall not limit the liability of the Insurer, its agents or representatives.










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

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

CRIMINAL BACKGROUND CHECKS:

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

Signed:

		
Authorized Signature	Printed Name	Title
		
Name of Company	City, State, Zip Code	
		
Telephone	E-Mail	Date

ATTACHMENT C

DISTRIBUTOR'S RECALL POLICY/PROCEDURES

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

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


Company Name (Type)

 Signature of Authorized Representative


Print Authorized Representative Name


Date

ATTACHMENT D

HUB CERTIFICATION

Historically Underutilized Business (HUB) Certification

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

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

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

Check all that apply:

- Minority
- Small Business
- Women Owned

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


Company Name (Type)


Signature of Authorized Representative


Print Authorized Representative Name


Date

ATTACHMENT E

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

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

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

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


Company Name (Type)

Signature of Authorized Representative


Print Authorized Representative Name


Date

ATTACHMENT F

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 (Type)


Signature of Authorized Representative


Date


Print Authorized Representative Name

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary" covered transaction, "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining copy of the regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

Thank you for the opportunity, but our company declines to bid for the 2024-2025 contract period.

Distributor Signature

Date

Printed Name

Title

2024-2025 OFFICIAL NCPA NEW SMALL EQUIPMENT IFB/CONTRACT
ATTACHMENTS
