



# **Alamance Burlington Schools School Nutrition Services**

1712 Vaughn Rd, Burlington NC 27217  
Tel: (336) 570-6080

Fax: (336) 570-6680

## **Invitation for Bid**

**FOR**

## **Temporary Employment Services**

**Issued on: May 15, 2026**

**Due Date: Friday May 29, 2026 at 10:00 am**

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, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. 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 State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) 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: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary



## Alamance Burlington Schools School Nutrition Services

### Invitation for Bid

Items for Bid: Temporary Employment Services

Type of Contract: Annual with Option to extend contract for a maximum of four (4) additional years, one (1) year increments)

Contract Period: August 1<sup>st</sup>, 2026 – July 31<sup>st</sup>, 2027

Deadline for submitting questions:

Date: May 22<sup>nd</sup>, 2026

Time: 10:00 A.M.

Contact: Lori Snow

[lori\\_snow@abss.k12.nc.us](mailto:lori_snow@abss.k12.nc.us)

IFB Due: **Friday May 29, 2026**  
**10:00 A.M.**

Submit Proposals to: [lori\\_snow@abss.k12.nc.us](mailto:lori_snow@abss.k12.nc.us) or ABSS School Nutrition 1712 Vaughn Rd.  
Burlington NC 27217 c/o Lori Snow

**If you do not plan to submit a proposal, please complete the NO BID RESPONSE attachment and email it to [lori\\_snow@abss.k12.nc.us](mailto:lori_snow@abss.k12.nc.us) .**

Alamance Burlington Schools reserves the right to reject any or all proposals and to waive any irregularities or technicalities.

## **INTENT**

This invitation for bid is for employment services companies to provide temporary food service staff and provide interim to permanent hire for Alamance Burlington School Nutrition Services for schools on an "as needed" basis.

## **LENGTH OF CONTRACT**

August 1, 2026 - July31, 2027. Unless this contract is renewed beyond the expiration of this contract, this contract shall terminate on July 31, 2026. Alamance Burlington Schools can request renewal for a period not to exceed four (4) additional terms of one (1) year each at the same or lower fixed fee rate. Employees will earn the same base pay as a new incoming FS Asst with School Nutrition.

## **AWARD CRITERIA**

Award will be based on the best competitive vendor fixed fee.

Alamance Burlington School Nutrition Services reserves the right to reject any and/or all bids if deemed to be in the best interest of our district. The right is reserved to award this contract to a single overall bidder for all services.

As provided by statute, the award will be based on the most responsive and responsible bid as deemed in the best interest of Alamance Burlington School Nutrition Services. Bidders should show (example hourly price) prices, but are requested also to offer a total price.

All bids must be received by May 29, 2026 at 10:00am, at which time, all submitted bids will be opened. Any bids received after the deadline will not be considered.

Email your bids to Lori Snow at [lori\\_snow@abss.k12.nc.us](mailto:lori_snow@abss.k12.nc.us) or Mail to: School Nutrition 1712 Vaughn Rd. Burlington NC 27217 c/o Lori Snow.

## **General Instructions**

The evaluation and selection of a temporary employment service vendor will be based on the vendor's submitted bids. Failure to respond to the bid requirements in this IFB may be the basis for rejecting the submitted bid.

## **Requests for Clarification**

The SFA will not be bound by or be responsible for any interpretations or conclusions drawn from the IFB. All questions or requests for additional information must be submitted by May 22, 2026 by 2:00 pm. Questions

should be emailed to Lori Snow at, [lori\\_snow@abss.k12.nc.us](mailto:lori_snow@abss.k12.nc.us). Any questions the SFA feels are pertinent to all interested vendors, the SFA will email the questions and answers to each vendor as an addendum to the IFB. In NO event may a vendor rely on any oral statement or communication by ABSS or its agents, advisors or consultants.

## **Procurement Method**

A competitive bid process will be used to procure services from the vendor. All procurement transactions shall be conducted in a manner that provides maximum free and open competition with Federal regulations as defined in 7 CFR 3016.

## **Bid Submission**

All submissions of written bids must include:

1. Pricing: Billing rates and other billable charges that may apply
2. Conversion period: Amount of time a temporary employee must work prior to being eligible for hire by ABSS.

And School Nutrition Services required forms fully executed:

1. Bid Certification form
2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
3. Certification of Lobbying
4. HUB statement
5. Deviation/Compliance form
6. Provide verification of minimal insurance coverage which would cover assigned temporary personnel.
7. Iran Divestment Requirement Form

Failure to return or sign all necessary documents requested as part of this IFB response will result in the rejection of the entire bid.

A representative of the vendor who is authorized to enter into contracts on behalf of the vendor must sign the Bid Certification form. The person signing the bid must indicate his/her title along with a signature. Bids received without the proper signature will not be considered.

Vendors or authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this IFB before submitting bids. Failure to do so, will be at the vendor's own risk. The law makes no allowance for errors or omission or commission on the part of the vendor; furthermore, the vendor cannot secure relief on the plea of error or ignorance concerning any requirement included in the IFB.

## **Conflict of Interest**

All vendors must disclose in writing with the bid the name of any employee of ABSS who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches or subsidiaries. By submitting a bid, the vendor certifies that there is no relationship between the vendor and any person or entity which is or gives the appearance of a conflict of interest related to this IFB.

### **Incurring Cost**

Alamance Burlington School Nutrition Services is not responsible for any cost incurred by the bidders in replying to this IFB.

### **Right to Reject or Negotiate Contract Terms**

The Alamance Burlington School Nutrition Services department reserves the right to reject any and all bids. In addition, ABSS School Nutrition Services retains the right to negotiate any terms of the contract.

### **Termination for Default**

At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided

### **Bid Requirements**

The vendor should include the detailed model for providing services identified below.

1. Vendor will recruit, interview, employ and ensure compliance with all 1-9 and/or EVerify requirements
2. Vendor will use screening procedures including background checks when hiring individuals to be assigned to work as temporary and interim to permanent food service staff with Alamance Burlington School Nutrition Services.
3. Vendors will submit a copy of the background check for any and all temporary employees sent to work in a school.
4. Vendors will maintain all personnel and payroll required for all temporary workers as required by federal, state and local law.
5. Vendors will be responsible for paying each temporary employee all wages owed and offer each temporary food service worker with the benefits that the vendor decides to offer.
6. Vendors shall comply with all state and federal employment laws and are responsible for paying, withholding and transmitting payroll taxes; provide unemployment insurance and workmen's compensation claims involving temporary food service workers.
7. Vendors will ensure employees get the Health Examination Certificate filled out by a medical professional before employment.

### **Insurance and indemnification Requirements**

1. If awarded a contract, the Proposer will provide a Certificate of Liability Insurance. The Proposer must provide 30 days written notice to the district prior to the expiration of the insurance. The specific minimum requirements are:
2. Workers' Compensation Insurance: Statutory Workers' Compensation Insurance, including Employer's

Liability with limits of \$ 1,000,000.00 each accident;

\$1,000,000.00 disease, policy limit; \$1,000,000.00 disease, each employee; o Commercial General Liability: A per occurrence limit of \$1,000,000.00 is required. The Aggregate Limit will not be less than \$3,000,000.00. Any deviations from the standard unendorsed form will be noted on the Certificate of Liability Insurance; Excess Liability Coverage: \$1,000,000.00 per occurrence; and a minimum of \$1,000,000.00 in Professional Liability Insurance.

3. Such insurance or renewals or replacements thereof shall remain in force during the term of the contract and any extensions.
4. The Proposer must consent to indemnify and hold the district harmless from and against any claims, liabilities, and/or damages arising from or related to the negligent acts or omissions of the Proposer or the Proposer's agents and/or employees.

### **Temporary Food Service Worker Expectations**

1. Follow school manager's daily work schedule
2. Follow published menus and standardized recipes
3. Complete assigned tasks, such as but not limited to food production, cleaning, dishwashing, service, putting up stock and paperwork as designated by school manager or assistant manager.
4. Follow all food safety and HACCP procedures to ensure food safety, sanitation and hygiene
5. Cleaning and sanitizing any surface areas and/or equipment, such as serving line, tables, seats, equipment and floors
6. Sweeping and mopping all floors
7. Taking trash and cardboard out and placing in the designated dumpsters

### **Confidentiality of Student Information**

While it is not anticipated that Provider will need or have access to student records, out of an abundance of caution, Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.

## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 which this quote 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," "quote," 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 quote 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.
10. The Prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
11. 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.

**RETURN THIS DOCUMENT WITH YOUR IFB PACKET**

**VENDOR NEW BID CERTIFICATION AND SIGNATURE**

I certify by my signature below that the required PRICES quoted in the bid spreadsheets of this IFB/CONTRACT are correct and that I have the authority to obligate the company named to perform under requirements of this IFB/Contract Certification and all Standard Terms and Conditions stated in the Official IFB/Contract, Attachments and Addenda.

Name of Vendor Representative \_\_\_\_\_

Title of Vendor Representative \_\_\_\_\_ Name

of Company \_\_\_\_\_

Date \_\_\_\_\_

**SCHOOL DISTRICT OFFICIAL ACCEPTANCE SIGNATURE**

If any or all parts of the Vendor bids are accepted by the School District, an authorized School District representative shall affix their signature hereto and collectively this New IFB/Contract Certification and Agreement, along with the current IFB/Contract, Attachments, Addenda and the Vendor's bid sheets shall become the Contract and shall represent the agreement between the School District and the Vendor. The sections outlined in the Terms and Conditions of the IFB/Contract are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

**Summary**

The intent of this IFB is to procure a Temporary Staffing agency to assist in providing temporary and possibly permanent staffing for Alamance Burlington School Nutrition Services on an "as needed" basis. Vendors shall assign qualified individuals to Alamance Burlington School Nutrition Services to perform temporary cafeteria work at the request of Alamance Burlington School Nutrition Services in schools with cafeteria vacancies until the positions are filled and/or the temporary help is no longer needed. The number of temporary staff needed is determined by the number of vacancies. The temporary staff will work a minimum of 4 hours a day and up to 6 hours a day, depending on the vacancy needs on days that school is in session. Temporary food service staff provided by the vendor must have some background and preferred experience to provide basic food service tasks including food preparation, service and cleaning. Temporary food service staff will be trained on how to use the equipment at their school assignment.

This is a Cost-plus Fixed Fee for Service (FFS) contract where the cost is the amount paid to the temporary food service staff and the fixed fee is the vendor's fee. The fixed fee that is charged to administer the contract includes all costs to the vendor for hiring. This includes the cost of criminal background checks, processing new hires, paying employment taxes, health benefits fees (ACA surcharge) and any fees incurred and profit to the company. The total hourly rate is the total amount including payment to the temporary food service staff and the vendor's fixed fee for providing this service. In the event that the state or federal minimum wage is increased during the term of this contract, the hourly pay rate paid to temporary food service staff may be increased to comply with state and/or federal mandates. The fixed fee for service may be adjusted, by mutual agreement, only by the amount of the increase in employment taxes resulting in an increase in the hourly rate. Bidders will need to have a pool of temporary food service staff screened and ready to report to work on the first day of the school year.

#### **Requirements for Temporary Food Service Staff Position**

1. Temporary food service staff shall record their work time on a time card or time reporting set up by the agency and School Nutrition Managers will confirm and sign off on the time reporting. Weekly time cards and invoices will be sent to the school nutrition payroll specialist for final approval.
2. Hands on training will be provided at the school site by the School Nutrition Manager, Asst. Manager and other employees.
3. Start/End times to report to work will depend on the school site needs. Each employee takes a 30-minute unpaid lunch break with break time assigned by the school site FS manager. A complimentary meal (lunch) will be provided by School Nutrition Services.
4. Uniforms -Temporary food service staff shall be dressed professionally. Food service staff are responsible for purchasing their own black, white or khaki uniform pants and navy-blue polo shirt. NO jeans or leggings. Uniforms will be clean, wrinkle free and in good repair.
5. Shoes are to be slip-resistant leather type upper, no mesh, solid black or white closed toe and heel. No crocs or clogs with open back. They need to be a solid material, no holes.
6. Approved hair covering — hair net or ball cap provided by the school district. All hair must be covered. Long hair must be pulled back and off the shoulders.
7. Facial Hair — any temporary food service staff with a mustache, goatee or beard either cooking, serving or observing in a foodservice area must wear a beard guard that is provided by the school district
8. Eyelashes — False eyelashes are prohibited
9. Nails — Fingernails are to be kept short, trimmed, filed and clean. No fingernail polish is allowed (not even clear) Be sure to scrub underneath fingernails. Artificial nails are not permitted.
10. Jewelry — Rings (except for a plain band without stones), bracelets (including medical bracelets) , watches, necklaces and other jewelry must be removed from body. Earrings or facial piercings are not to be worn. Temporary food service staff that must wear a medical alert bracelet to protect their health,

accommodation like wearing the bracelet further up their arm, attaching it to a necklace worn inside their shirt, or wearing an anklet is permissible.

11. Headphones or earbuds are NOT allowed
12. Cell phones — must be placed in a locker or secured area designated by the School Nutrition manager. Cell phones are not to be kept on person. NO exceptions.
13. Absences — temporary food service staff must arrive at the designated school site on time each day and complete their full shift. Worker(s) shall communicate with the School Nutrition designee if they will be absent, will arrive late or need to leave early.
14. Policies — Temporary Food service staff must adhere to all Alamance Burlington School policies.

### **Temporary Food Service Staff Skill Requirements**

1. Must be able to read, speak and comprehend the English language
2. Simple math, reading skills, and recipe preparation. High School diploma or GED required.
3. Communications skills to communicate positively and effectively with students, staff, vendors and parents.
4. Complete job requirements in assigned areas. This may include but not limited to the following maintain dish room, daily record keeping, properly receiving and storing of food and supplies, fruit/vegetable preparation, salad/sandwich preparation, mainline cooking, inventory, inventory control and kitchen janitorial duties
5. Manual skills for cleaning and sanitizing food preparation equipment. Mechanical skills to safely operate kitchen equipment.
6. Sweeping, mopping, twisting, turning, reaching, bending, stooping, pushing, pulling, reaching and repetitive motions
7. Must be able to lift up to 40 pounds occasionally, lift up to 20 pounds frequently, lift up to 10 pounds constantly
8. Frequent movement at a fast pace.
9. Stand up to six continuous hours.

### **Pre-Employment Requirements**

Vendor MUST be able to provide Alamance Burlington School Nutrition Services verification that each employee is screened for the following prior to working in the cafeteria.

1. National Criminal Background Check
2. National Sex Offender Data Search
3. Social Security Trace
4. Health Examination Certificate

ABSS currently uses Bchex, BIB company to conduct the background checks on job candidates. ABSS recommends that vendors reach out to Bchex to ensure their background check is comparable to ABSS.

### **Lunsford Act**

Provider also acknowledges that G.S. 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. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents, and subcontractors ("contractual personnel") who will engage in any service on or

delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

### **Criminal Background Checks**

Provider shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Contract on School System property or at School System events. The criminal background checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. Provider shall provide the results of said checks to School System within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the Contract if said worker has been convicted of or pled nolo contendere to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of School System's students, personnel, or property. In addition, the Provider shall obtain all authorizations necessary for the School System to conduct additional criminal record and background checks at

its sole expense at any time during the term of this Contract. If School System chooses to exercise this right, Provider shall, within five (5) business days of School System's request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the Contract, along with any other information reasonably requested by School System for purposes of performing criminal record and background checks. Without modifying or waiving any of Provider's obligations under this provision, School System reserves the right to prohibit any Contractual Personnel from providing services under this Contract if the School System determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.

### **Compliance with Applicable Laws**

Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Providers shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twentyfive (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

### **Applicable School Board of Education Policies**

Provider acknowledges that the Alamance-Burlington Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board's policies are available on the School System's website.

### **Assignment**

Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.

### **Contract Modifications**

This contract may be amended only by written amendments duly executed by and between the School System and Provider.

## **North Carolina Law**

North Carolina law will govern the interpretation and construction of the Contract.

## **Order of Precedence**

The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.

## **Entire Agreement**

This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

## **Severability**

If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

## **Counterparts and Execution**

This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."

## **Authority to Enter Contract**

The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

## **Procuring and Administrative Responsibilities**

The IFB is issued by Alamance Burlington Schools, School Nutrition Services Program. The person responsible for managing the procurement process and contract administration is Spencer Brown, Executive Director of School Nutrition, (336) 438-4000 ext. 20061, [spencer\\_brown@abss.k12.nc.us](mailto:spencer_brown@abss.k12.nc.us).

**ALAMANCE BURLINGTON SCHOOLS  
NONPROFIT SCHOOL NUTRITION PROGRAM  
Bid Certification**

Bid Name: Temporary Employment Staffing

Bid Due by Date & Time: May 29, 2026 at 10:00am

Email to: [lori\\_snow@abss.k12.nc.us](mailto:lori_snow@abss.k12.nc.us) OR deliver to ABSS School Nutrition, 1712 Vaughn Rd Burlington  
NC 27217 c/o Lori Snow

## Assurances regarding Legal and Ethical Matters

By signing this bid, the offeror assures that:

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

12. neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
13. he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
14. Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.
15. Records Maintenance. Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations

**Non-collusion Statement**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

**RETURN THIS DOCUMENT WITH YOUR IFB PACKET**

**PROPOSED PRICE(S):**

All billable pricing associated with this bid must be written below, and submitted per the instructions in the IFB prior to the submission deadline. Please note: The SFA must approve the proposed hourly pay rate for employees.

**Pricing Information: ABSS Employee/Current Hourly Pay Rate: \$16.87**

**Figure total cost by adding your company’s “fixed cost” plus the hourly pay rate of \$16.87 below**

- Employee Hourly Pay Rate: \$16.87 plus vendor markup fee: total cost \$\_\_\_\_\_
- Show breakdown of what is included in the vendor fee (background check fee, etc.)

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- Conversion period: \_\_\_\_\_ hours (minimum time employee must work prior to being eligible for hire by the SFA)

\*\*\*\*\*

Signing the Quote Certification affirms that the original Invitation for Bid has not been altered in any way and that the bidder agrees to all terms and conditions stated in this contract.

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

Bid Acceptance:

\_\_\_\_\_  
Signature of ABSS Representative

\_\_\_\_\_  
Title of ABSS Representative

\_\_\_\_\_  
Name of ABSS Representative

\_\_\_\_\_  
Date Printed

**RETURN THIS DOCUMENT WITH YOUR IFB PACKET**

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

- 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.

\_\_\_\_\_ Company

Name (Please Print)

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

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT WITH YOUR IFB PACKET**

**CERTIFICATION REGARDING LOBBYING**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts  
Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 \$1 for each such failure. 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 office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered subawards exceeding \$1,00,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
FNS Grant/Cooperative Agreement

\_\_\_\_\_  
Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RETURN THIS DOCUMENT WITH YOUR IFB PACKET**

**HUB Statement**

The Alamance Burlington Schools School Nutrition Services Department is committed to the State of North Carolina's Historically Underutilized Business (HUB) Program. Through the Office for Historically Underutilized Businesses, the Department strives to reduce barriers to HUB/MWBE participation in contracts for goods and services acquired. The Office for Historically Underutilized Businesses certifies firms under N.C. General Statutes 143-48, 143.128.2, and 143.128.4.

It is the policy of School Nutrition Services to ensure non-discrimination on the basis of race, color, national origin, or gender, and support total inclusion in the award of any contract. It is the intent of School Nutrition Services to create an equitable environment in which businesses can compete fairly for contracts financed with state funds. School Nutrition Services shall take all reasonable and necessary steps to ensure nondiscrimination in the administration of functions administered through the HUB Program.

Bidding companies 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 Bid Invitation.

\_\_\_\_ I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB). (Indicate below the type.)

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

**RETURN THIS DOCUMENT WITH YOUR IFB PACKET**

**RETURN THIS DOCUMENT WITH YOUR IFB PACKET**

**Deviations/Compliance Form**

If the undersigned offeror intends to deviate from the Standard Terms and Conditions or Items Specifications listed in this request for quote, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The SFA will consider any deviations in its quote award decisions, and the SFA reserves the right to accept or reject any quote based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the offeror assures the SFA of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Request for Quote.

\_\_\_\_\_ No Deviations

\_\_\_\_\_ Deviations as listed

List any deviations your company is submitting below:


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

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

**RETURN THIS DOCUMENT WITH YOUR IFB PACKET**

**NO BID RESPONSE**

Thank you for the opportunity, but our company declines to bid for the 2026-2027 contract period.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**RETURN THIS DOCUMENT WITH YOUR IFB PACKET**

**Insert Proof of Insurance after this page.**

**RETURN THIS DOCUMENT WITH YOUR IFB PACKET**



NORTH CAROLINA

STATE AND LOCAL GOVERNMENT FINANCE DIVISION AND THE LOCAL GOVERNMENT COMMISSION

DEPARTMENT OF STATE TREASURER

JANET COWELL  
TREASURER

GREGORY C. GASKINS  
DEPUTY TREASURER

**Memorandum # 2016-10**

TO: All Local Governments, Public Authorities and Their Independent Auditors

FROM: Sharon Edmundson, Director, Fiscal Management Section

SUBJECT: Iran Divestment Act Notice for Local Governments in North Carolina

DATE: February 17, 2016

The North Carolina Department of State Treasurer is providing this letter to Local Government Units to explain new contracting and procurement compliance obligations created by the [Iran Divestment Act of 2015](#) (N.C.G.S. 143C-6A-1 to 6A-9).<sup>\*</sup> Local Government Units should be aware that effective February 26, 2016, this law imposes new obligations on each new bid process, each new contract, and each renewal or assignment of an existing contract. The specific requirements are as follows:

- 1. Local Government Units must obtain a one-page mandatory certification under the Act.** *(See sample "Contract Certification" form below for details.)*
- 2. Local Government Units may not enter into contracts with any entity or individual found on the State Treasurer's Iran Final Divestment List.** This list will be posted on the Department of State Treasurer's website on February 26, 2016 and will be updated every 180 days. *(See "Contract Restrictions" below for details.)*

**Background**

The Iran Divestment Act's requirements applicable to Local Government Units<sup>\*\*</sup> will become effective on February 26, 2016, at the time the State Treasurer publishes the first list of prohibited companies and individuals (a "[Final Divestment List](#)") under the Act.

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

<http://www.ncleg.net/Sessions/2015/Bills/Senate/PDF/S455v5.pdf>

\*\* The Act's requirements use the term "State agency." G.S. 143C-6A-3(7) provides that in the act, the term "State agency" includes not only State departments, boards, and commissions, but also "any political subdivision of the State" such as a Local Government Unit.

### **Final Divestment List**

The Department of State Treasurer develops the Final Divestment List using data from a research vendor, U.S. federal sanctions lists, and other credible information available to the public. It consists of any individual or company, including parent entities and majority owned subsidiaries, that:

- Provided goods or services of \$20,000,000 or more within any 12-month period in the energy sector of Iran during the preceding five years.
- Extended \$20,000,000 or more in credit, under certain circumstances, to another individual or company that will use the credit to provide goods or services in the energy sector in Iran. (G.S. 143C-6A-3(4).)

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.

### **Requirement 1: Contract Certification**

For new procurements and new, renewed, or assigned contracts on or after February 26, 2016, each Local Government Unit must obtain a simple certification from each bidder or vendor. The bidder or vendor must affirm that it is not listed on the State Treasurer's Final Divestment List found at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran) as of the date of signature. The certification is due at the time a bid is submitted or the time a contract is entered into, renewed, or assigned. (G.S. 143C-6A- 5(a).)

We have attached on the next page a short form that can be used for this certification, but Local Government Units are free to instead use their own form or put the required certification in the text of a contract or purchase order. Each Local Government Unit shall maintain its own records demonstrating these certifications.

### **Requirement 2: Restriction on Contracting**

Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).)

Any existing contracts with these Iran-linked persons will be allowed to expire in accordance with the contract's terms. (G.S. 143C-6A-6(c).)

Contracts valued at less than \$1,000.00 are exempt from this restriction. (G.S. 143C-6A-7(a).) In addition, a Local Government Unit may contract with a listed individual or company if it makes a good-faith determination that (1) the commodities or services are necessary to perform its functions and (2) that, absent such an exemption, it would be unable to obtain those commodities or services. (G.S. 143C-6A-7(c).) Local Government Units shall enter such exemptions into the procurement record.

The Act provides that vendors to Local Government Units may not utilize any subcontractor found on the State Treasurer's Final Divestment List. (N.C.G.S. 143C-6A-5(b).) It is each vendor's responsibility to monitor its compliance with this restriction.

**Next Steps**

The Department of State Treasurer anticipates distributing the first Final Divestment List on February 26, 2016. Once the List has been distributed, all Local Government Units should meet the contract certification requirements.

If you have questions about the Department of State Treasurer's Iran Divestment Policy, please contact Dale Falwell at [dale.falwell@nctreasurer.com](mailto:dale.falwell@nctreasurer.com) or 919-814-4289.

**Name of Vendor or Bidder** \_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)**

\_\_\_\_\_

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

\_\_\_\_\_

\_\_\_\_\_  
**Signature Vendor Required** **Date**

\_\_\_\_\_  
**Printed Name** **Title**

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days

## HEALTH EXAMINATION CERTIFICATE North Carolina Public Schools

**Required of all persons upon initial employment, separation from employment more than one school year, absence of more than 40 successive days because of a communicable disease, or when deemed necessary by a local school board or superintendent. (Ref. NCGS 115C-323)**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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

The above named individual is to be recommended for employment by Alamance Burlington Schools in a position of \_\_\_\_\_. In this position, the condition of certain physical capacities will be of importance. Please examine the areas listed below and report any limitations, deficiencies or related restrictions.

### I. Communicable Disease

**By my signature I certify that the above named person does not have any communicable disease, including tuberculosis, that poses a significant risk of transmission in our schools or would impair this person's ability to perform the duties of the job, except as may be noted below. Further, I certify that this person is free of any physical or mental disability that would impair job performance.**

If unable to certify the above, please comment:

\_\_\_\_\_

\_\_\_\_\_

### II. Other Health Areas

AREAS	LIMITATIONS		NATURE OF LIMITATIONS (continue on back as needed)
	YES	NO	
Vision			
Hearing			
Heart			
Lungs			
Lifting/Carrying			

Appropriate Immunizations	Current?		Any Immunization Recommendations
	YES	NO	
Td (tetanus), Hep B, MMR, etc.			
TB Skin/PPD/Mantoux			

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

Physician, Physician's Assistant, or Nurse Practitioner (Type or Print) SIGNATURE: \_\_\_\_\_

Physician, Physician's Assistant or Nurse Practitioner License/Registration #: \_\_\_\_\_

State\* Granting License/Registration: \_\_\_\_\_

\*For initial employment of an out-of-state applicant the certificate may be completed by a health care provider with an out-of-state unrestricted current license or registration.

Please provide this cover page along with the questionnaires and medical form to your health care provider in the event of a tuberculin shortage.

North Carolina General Statute § 115C-323 Employee Health Certificate for public school teachers states the following:

*Any person initially employed in a public school or reemployed in a public school after an absence of more than one school year shall provide to the superintendent a certificate certifying that the person does not have any physical or mental disease, including tuberculosis in the communicable form or other communicable disease, that would impair the person's ability to perform his or her duties effectively.*

To comply with the statute as well as current guidelines of the Centers for Disease Control and Prevention, the following procedure is recommended for **all low-risk persons** requiring administrative screening for tuberculosis, including schoolteachers and other non-healthcare workers:

1) *The healthcare provider performing the certifying examination should administer the Tuberculosis Risk Questionnaire and Tuberculosis Symptom Questionnaire (attached)*

2) Persons who have negative responses to all questions on both the Tuberculosis Risk Questionnaire and Tuberculosis Symptom Questionnaire may be certified as not having tuberculosis in the communicable form. No further testing is required for such persons

3) Persons with any positive response on the Tuberculosis Symptom Questionnaire should receive further medical evaluation, which should include a chest radiograph

4) Persons with no positive responses on the Tuberculosis Symptom Questionnaire, but with any positive response on the Tuberculosis Risk Questionnaire should receive further medical evaluation, which should include either a tuberculin skin test or an interferon gamma release assay (written documentation of a prior positive test and subsequent negative chest radiograph is acceptable) .

This procedure represents best medical practice for persons requiring administrative testing, and should be followed even after the tuberculin shortage resolves.

### **Tuberculosis Risk Questionnaire**

- |   |     |    |
|---|-----|----|
| 1) Were you born outside the USA in one of the following parts of the world: Africa, Asia, Central America, South America, or Eastern Europe?                                       | YES | NO |
| 2) Have you traveled outside the USA and lived for more than one month in one of the following parts of the world: Africa, Asia, Central America, South America, or Eastern Europe? | YES | NO |

- |  |     |    |
|--|-----|----|
| 3) Do you have a compromised immune system such as from any of the following conditions: HIV/AIDS, organ or bone marrow transplantation, diabetes, immunosuppressive medicines (e.g. prednisone, Remicade), leukemia, lymphoma, cancer of the head or neck, gastrectomy, or jejeunal bypass, end-stage renal disease (on dialysis) or silicosis? | YES | NO |
| 4) Have you ever done one of the following: used crack cocaine, injected illegal drugs, worked or resided in jail or prison, worked or resided at a homeless shelter, or worked as a healthcare worker in direct contact with patients?  | YES | NO |
| 5) Have you ever been exposed to anyone with infectious tuberculosis?  | YES | NO |

### **Tuberculosis Symptom Questionnaire**

Do you currently have any of the following symptoms?

- |  |     |    |
|--|-----|----|
| 1) Unexplained cough lasting more than 3 weeks                       | YES | NO |
| 2) Unexplained fever lasting more than 3 weeks                       | YES | NO |
| 3) Night sweats (sweating that leaves the bedclothes and sheets wet) | YES | NO |
| 4) Shortness of breath   | YES | NO |
| 5) Chest pain  | YES | NO |
| 6) Unintentional weight loss   | YES | NO |
| 7) Unexplained fatigue (very tired for no reason)                    | YES | NO |



**Invitation for Bid**  
**FOR ALAMANCE BURLINGTON SCHOOLS**  
**NONPROFIT SCHOOL NUTRITION PROGRAM**  
**STANDARD TERMS AND CONDITIONS**

**A. Scope and Purpose**

It is the intent of the SFA to contract with an interested party or parties for Temporary Employment Services as needed for the Alamance Burlington Schools nonprofit School Nutrition Program.

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

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

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

1. this Standard Terms and Conditions document, including any attachments and or amendments thereto,
2. the Item Specifications included in the IFB and any subsequent addenda thereto,
3. the contractor's signed Bid Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the contractor's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this IFB,
4. the contractor's response to the IFB,
5. the contractor's Notice of Award document, and

6. any additional terms, conditions, or instructions issued by the SFA.

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

## **B. Contract Time Period**

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

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period in accordance with the Standard Terms and Conditions document entitled "Extension Clause.". The transfer, assignment, or subcontracting of contracts is prohibited, and the contractor agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this IFB without the prior written consent of the SFA.

## **C. Addenda**

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

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

## **D. Product Specifications**

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

In most cases, quotes on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as "approved brands" especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, it is preferable for the contractor to propose the exact item specified, in addition to an alternate brand or model where desired.

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

### **E. Pricing**

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

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

"Discount from Catalog" IFBs requires a single discount percentage to be applied to all items in the offeror's published catalog, which must be supplied with the bid response.

"Cost Plus" quotes will not be accepted unless otherwise requested in this IFB.

Proposed prices must be firm for acceptance for at least 90 days from the bid opening date, unless otherwise specified in this IFB or in the offeror's response.

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

### **F. Delivery and Transportation**

Unless otherwise noted in the Invitation for Bids/Quotes or the Purchase Order, or unless prior approval has been obtained from the SFA, all services shall be performed between the hours of 7:30 A.M. and 2 P.M. Monday through Friday, except holidays.

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

### **G. Warranties**

By submission of a bid, the contractor warrants that he/she authorizes that all services proposed conform to the specifications for which they are being offered, and that all services supplied under any contract related to this IFB will be free from all defects in material, workmanship, and title.

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

replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

## **H. Insurance Requirements**

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract. Contractor shall submit prior to award of contract Certificates of Insurance for their Worker's Compensation and General Liability Insurance which outlines comprehensive, liability, and bodily injury coverage for each accident and person.

Alamance Burlington Schools must be endorsed as an Additional Insured on the commercial general liability policy.

Insurance Coverage: During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

1. Workman's Compensation Statutory Employers Liability \$500,000
2. General Liability (per person/per occurrence): \$1,000,000/\$2,000,000
  - a. Bodily and Personal Liability \$1,000,000/\$2,000,000
3. Property Damage Aggregate
4. Automobile Liability (per person/per occurrence)
  - a. Bodily Injury \$1,000,000
  - b. 2. Property Damage: \$1,000,000 Aggregate

Certificates of Insurance shall be filed with the Owner. During the term of the contract, the Contractor shall provide updated records whenever any of these coverages become outdated.

The certificate holder shall be named Attn: School Nutrition Services, Alamance Burlington Schools, 1712 Vaughn Rd, Burlington NC 27217.

## **I. General Indemnity**

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the SFA and the affiliated local education agency (including the Superintendent, the Board of Education, as well as its officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Contractor (including its officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the

subject of, or is related to the performance of this agreement. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or selfinsurance maintained by or for the use and benefit of the Contractor.

## **J. Quote Evaluation and Award**

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

It is not the policy of the SFA to purchase on the basis of low quote price alone. All quote items are subject to evaluation and approval by the SFA. In evaluating the quotes received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the extent to which the goods and/or services meet the needs of the SEA; (3) the vendor's level of prior experience and reputation performing the specified services; (4) the vendor's past performance with the SFA; (5) the warranties offered and the vendor's warranty service history; (6) the vendor's location, service, and delivery capabilities; (7) the probability of continuous availability of the goods and/or services offered; (8) the impact on the ability of the SFA to comply with any applicable laws or rules; (9) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (10) packaging or the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and

(11) any other relevant factor that a public or private entity could consider in selecting a vendor.

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

The successful contractor(s) will be notified by "Notice(s) of Award" issued by the SFA.

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

## **K. Regulatory Compliance**

1. The contractor 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 1 17389 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 contractor 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 contractor shall comply with Executive Order 1 1246, entitled Equal Employment Opportunity, as amended by Executive Order 1 1375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. The contractor 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
5. 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 1 13-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
6. The contractor shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
7. The contractor shall comply with the provisions of the Consumer Product Safety Act.
8. The contractor shall complete and sign the Certification of Independent Price Determination form; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form; and Disclosure Form to Report Lobbying and shall include these documents as part of the Agreement. (See Attachments)
9. The contractor shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

#### **L. Withdrawal or Modification of Bid**

Subject to the restrictions discussed below, the SFA will consider a WRITTEN request from any contractor that the quote be allowed to be withdrawn, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR BID SUBMISSION as stated in the Bid Certification included with this IFB. A representative of the offering entity who is authorized to enter into contracts on behalf of the offering entity must manually sign any request for the withdrawal of any bid/quote in ink, and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due as specified in the Bid Certification. Only bids that have been submitted consistent with the instructions relating to packaging and labeling of the bid will be considered for withdrawal.

If there is any question in the mind of the SFA regarding the identity of the bid or the identity of the offer in relation to any request for the withdrawal of any bid, the SFA will refuse to allow the withdrawal of the bid. Withdrawal of any bid allowed by the SFA will require the completion and signature of a written receipt by the contractor's representative satisfactory to the SFA before the bid will be released. The decision of the SFA in relation to any matters concerning bid withdrawal will be final.

If a contractor requests to withdraw a bid and the SFA allows the withdrawal of the bid, the contractor may resubmit the bid, or submit a new bid, up until the due date and time for bid submission as stated in the Bid Certification included with this IFB, provided any new submission meets all the qualifications of bid submission included in these Standard Terms and Conditions.

If a contractor resubmits a bid that was withdrawn and makes changes to any document in the bid package, an authorized agent of the offering entity must initial all alterations made to any bid document.

All bids in possession of the SFA at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the Bid Certification included with this IFB.

### **M. Substitutions**

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

### **N. Deviations from Item Specification or Standard Terms and Conditions**

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

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

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

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

This contract shall collectively include (1) the Standard Terms and Conditions and the Item Specifications included in the IFB and any subsequent addenda thereto, (2) the contractor's signed Bid Certification and any subsequent addenda thereto, (3) the contractor's entire response to the IFB, (4) the contractor's Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All the binding

agreements should be submitted as part of the bid packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

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

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

In any case, payment will be made only after services have been satisfactorily completed and equipment is left in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above.

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

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

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

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

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

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

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

1. the vendor's failure to adhere to any of the provisions of the Standard Terms and Conditions of this IFB,

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

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

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

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

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

#### **Q. Force Majeure Consideration**

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

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

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

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

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

#### **R. Termination Without Cause**

The SFA and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days before termination date.

#### **S. Records Retention Requirements**

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

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

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

#### **T. Venue**

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

#### **U. Waiver**

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

#### **V. Right to Assurance**

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

#### **W. Extension Clause**

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national consumer price index increase.

#### **X. Quote Acceptance**

The period for acceptance of this quote will be thirty (30) calendar days unless a different period is indicated by the contractor.

#### **Y. Protest Procedure**

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page 1 of this document. Protests must be received in this office within 10 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

#### **Z. Criminal Background Checks**

**LUNSFORD ACT:** Provider also acknowledges that G.S. 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. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents, and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current

initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

**Criminal Background Checks:** Provider shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Contract on School System property or at School System events. The criminal background checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. Provider shall provide the results of said checks to School System within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the Contract if said worker has been convicted of or pled nolo contendere to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of School System's students, personnel, or property. In addition, Provider shall obtain all authorizations necessary for School System to conduct additional criminal record and background checks at its sole expense at any time during the term of this Contract. If School System chooses to exercise this right, Provider shall, within five (5) business days of School System's request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the Contract, along with any other information reasonably requested by School System for purposes of performing criminal record and background checks. Without modifying or waiving any of Provider's obligations under this provision, School System reserves the right to prohibit any Contractual Personnel from providing services under this Contract if the School System determines, in its sole discretion, that said Contractual

Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.