

## 2024-2025 Official NCPA NEW Small Equipment Bid Certification and Agreement

**School District or Co-Op Name** Johnston County Public Schools

**Dealer Directions:** Prepare two (2) copies of this **New Bid Certification and Agreement** with original signatures.  
**Double Click on the gray boxes and type in the Default text box to complete agreement.**

**DEALER NAME**

**ADDRESS**

**CITY & STATE**

**ZIP**

### DEFINITIONS:

- The term **“New Bid”** as used in this document, means the School District has sent an **Invitation and IFB/Contract with documents** to eligible Dealers for awarding a Dealer to carry out the terms of the **IFB/Contract**.
- The term **“IFB/CONTRACT”** as used in this document, means **the current year NCPA IFB/CONTRACT**. The **IFB/CONTRACT** may be updated annually as needed for clarification, compliance with USDA regulatory policy and for the efficient and effective functioning of the NCPA. Dealers in “renewal status” will receive the updated **IFB/Contract** each year.
- The awarded contract may be renewed for up to four (4) one-year agreements. In such renewals, the School District and the current Dealer **agree to “renew OR lower” cost per unit delivered** per the original IFB/Contract. If the Dealer is unable to maintain or lower the current unit pricing, the School District is required to issue a new bid.
- The term “IFB/Contract,” as used for New Bids, means the comprehensive collection of the following items sent to eligible Dealers as information and to be completed and to be returned, unless otherwise noted, to the School District as part of the Official Documents of the Bid Packet:
  1. **DEALER CHECKLIST** - Completed by Dealer. **PLACE AS FIRST SHEET OF BID PACKAGE AND RETURN**
  2. **OFFICIAL NEW BID INVITATION TO DEALERS** – Invitation and general procedures for New Bid Dealers. **DO NOT RETURN WITH BID DOCUMENTS**
  3. **OFFICIAL NEW BID CERTIFICATION AGREEMENT**– Two original forms, each completed and signed by Dealer with **original signature in Blue Ink preferred, but a scanned copy of the form with an original signature of an authorized company official will be accepted**. School District Official signs **after** School District approval of award and the completed/signed Agreement copy is mailed to the awarded Dealer. The agreement is effective by the issue to the Dealer of a School District Purchase Order. **2- COMPLETED HARDCOPIES TO BE RETURNED IN BID PACKET**
  4. **OFFICIAL IFB – CONTRACT FOR 2024-2025** details procedures in Sections 1 – 27.14. **DO NOT RETURN WITH BID DOCUMENTS**
  5. **OFFICIAL 2024-2025 CONTRACT ATTACHMENTS A – G** – Attachments A – F are defined in the IFB – Contract and must be completed, signed, and returned digitally with the bid packet. Attachment G is the “no bid” sheet. Digital signatures are allowed on Attachments A-G. **SAVE ATTACHMENTS TO BID FLASHDRIVE AND RETURN DIGITAL COPIES**
  6. **OFFICIAL DISTRICT PROFILE 2024-2025** - Retain for Dealer reference. **DO NOT RETURN WITH BID DOCUMENTS**
  7. **SPECIAL CONDITIONS SHEET** (if required) – agreement to Special Conditions must be made prior to bid opening and acknowledged on the New Bid Certification and Agreement. Any change to the Special Conditions by one Dealer requires the School District to issue a local amendment to all potential bidders, a minimum of seven (7) working days prior to bid opening. **DO NOT RETURN WITH BID DOCUMENTS. ACKNOWLEDGE ACCEPTANCE OF SPECIAL CONDITIONS HERE ON THE BID CERTIFICATION AND AGREEMENT PAGE.**
    - a. **If Special Conditions are included in this IFB Contract, indicate Dealer acceptance: YES/NO:**
  8. **Official 2024-2025 Bid Spreadsheet with Product Usage Estimates** – Dealer is to complete and return with the School District bid package a flash drive containing a copy of the Official NCPA Small Equipment spreadsheet with bid bottom line total using the Usage Estimates as provided by the School District. **SAVE PRICING SPREADSHEET TO BID FLASHDRIVE AND RETURN DIGITAL COPIES**

## 2024-2025 Official NCPA NEW Small Equipment Bid Certification and Agreement

- **HAND DELIVERED DEALER BIDS** - Label the outside of the **SEALED BID ENVELOPE** containing both the **REQUIRED HARD COPIES** and **DIGITAL** documents as follows: DEALER NAME, SCHOOL DISTRICT NAME
- **MAILED DEALER BIDS** - Label the outside of the **SEALED BID ENVELOPE** containing both the **REQUIRED HARD COPIES** and **DIGITAL** documents as follows: DEALER NAME, SCHOOL DISTRICT NAME. Place the sealed bid envelope inside of a mailer envelope addressed to: *School District or Co-Op Name, School District Contact name and mailing address.*
- **BIDDER DISQUALIFICATION**: Dealer failure to include any of the required documentation at the time of bid submittal or multiple bid errors **MAY** be considered grounds for bidder disqualification as determined by the School District. School District officials will make the final determination regarding Dealer submittal errors other than the two Dealer errors defined by the NCPA Board of Directors as an immediate **Non-Responsive Bid**:
  - **FAILURE TO SIGN THE OFFICIAL NEW BID CERTIFICATION & AGREEMENT FORM**
  - **ANY CHANGE TO THE ALLIANCE IFB/CONTRACT BID LANGUAGE**

### FEDERAL PROGRAM REGULATIONS

- The School Nutrition Programs receiving goods and services under this Contract are **FEDERALLY-FUNDED** programs operated under the authority of the United States Department of Agriculture (USDA). This IFB and the subsequent Contract shall comply with 7 CFR Parts 210, 220, 225, 250, 2 CFR 200 and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principals, A -102 Administrative Requirements, and A -133 Audit Requirements.
- In compliance with the **NCPA IFB/Contract**, and subject to all conditions required therein, the undersigned offers and agrees to furnish and deliver, by LOT, any or all items upon which prices are bid, at the prices set correlating to each item.
- By responding to this **IFB/Contract**, the Dealer certifies that the Bid Offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Bid for the same items, and is in all respects fair and without collusion or fraud. The Dealer also certifies no one connected to this company has had any connection with the development or drafting of this **IFB/CONTRACT**. Under penalty of perjury, the undersigned Dealer certifies that this Bid has not been arrived at collusively or otherwise in violation of Federal or State of North Carolina laws or regulations. **By signing this Bid Certification, the individual whose name is shown assures that the Dealer has read and understands all the General Terms and Conditions in the Official NCPA IFB/CONTRACT and agrees to be bound by them and is authorized to submit Bids on behalf of the Dealer.**

### **ADDENDA ACKNOWLEDGEMENT** - The deadline for E- Mail Addenda Notification is **XX-XX-XXXX**.

1. Addenda issued are hereby acknowledged by bidder and become part of the 2024-2025 Official IFB/Contract. The NCPA Board of Directors and the School District may also submit Addenda to Dealers, as it applies independently to bid requirements. It is the Dealer's sole responsibility, before the bid opening, to determine all Addenda issued is received. It is assumed bidders received email addenda if dates are not provided.

**Dealer Directions:** Insert date Addenda received below in gray box. Addenda are part of this Official IFB/Contract.

Addendum 1	Date:		Addendum 2	Date:		Addendum 3	Date:	

## 2024-2025 Official NCPA NEW Small Equipment Bid Certification and Agreement

### DEALER NEW BID CERTIFICATION AND SIGNATURE:

I certify by my signature below that I have received the **IFB/Contract**, Instructions for completing the bid documents and have acknowledged issued Addenda; and that the required PRICES quoted, and brands specified in the bid spreadsheet of this **IFB/CONTRACT** are correct and that I have the authority to obligate the company named to perform under requirements of this Bid Certification and all General Terms and Conditions stated in the Official 2024-2025 IFB/Contract, Attachments, Special Conditions and addenda. **All contract documents are signed and attached.**

\_\_\_\_\_  
**Name of Authorized Signer**

\_\_\_\_\_  
**Original Signature of Representative Authorized to Sign**

\_\_\_\_\_  
**Title of Authorized Signer**

\_\_\_\_\_  
**Date**

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

### SCHOOL DISTRICT OFFICIAL ACCEPTANCE SIGNATURE

If any, or all parts, of the Dealer Bid are accepted by the School District, an authorized School District representative shall affix their signature hereto and collectively this **New Bid Certification and Agreement, along with the current Official IFB/Contract, Attachments, Addenda and the Dealer's bid sheets** shall become the Contract and shall represent the agreement between the School District and the Dealer. The sections outlined in the General Terms and Conditions of the **NCPA 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.

Local school district approval (if required) is a prerequisite PRIOR TO school district signature on the New Bid Certification and Agreement. One (1) original copy is mailed to the awarded Dealer and one (1) original copy retained by the School District. Agreement is finalized with (1) the signature and return of this document by vendor to the school district and (2) issue of Purchase Order to the vendor by school district.

Jennifer Lawson

**Name of School District/Co-Op Representative**

Executive Director of School Nutrition Services

**Title of School District/Co-Op Representative**

Johnston County Public Schools

**Name of School District**

\_\_\_\_\_  
**Signature of School District/Co-Op Representative**

\_\_\_\_\_  
**Date**