



P.O. Box 1336
2320 US 70 Business HWY East
Smithfield, NC 27577
Phone: 919-934-6031
Fax: 919-934-2586
www.johnston.k12.nc.us

October 5, 2023

To whom it may concern,

Enclosed is a Request for Proposal for the provision of Temporary Employment Service to fill cafeteria worker positions complying with all terms and conditions described in this document. Johnston County Public Schools' School Nutrition Program is seeking to procure Temporary Employment Service for the new school year 2023-2024. All temporary employment service proposals must be received at the Johnston County Public Schools School Nutrition office located at 601-C West Market Street in Smithfield by **October 20, 2023 at 2:00 PM**. Proposals may be mailed and/or hand delivered as instructed on page 15 of the document. **FAX proposals will not be accepted.** Johnston County Public Schools reserves the right to reject any and all bids and to award the contract in the best interest of the District.

Service shall be "as needed" on a daily basis to individual schools operating on the Traditional School calendar. The School Nutrition Program intends to enter into an agreement with a Contractor(s) who would be designated as a vendor for Temporary Employment Services. This is not an exclusive RFP and more than one vendor may be selected to provide employment services if award to multiple vendors is deemed in the best interest of the school district.

By signing the document enclosed, the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same information, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of Federal law and can result in fines, prison sentence, and civil damage awards. Form AD-1048 (1/92) must be signed and returned with the bid document.

Should you have any questions, please contact me via email at lynnewilliams@johnston.k12.nc.us by **October 10th, 2023**. Thank you for your interest in the School Nutrition program in the Johnston County Public Schools.

Sincerely,

Lynne Williams
Assistant Director of School Nutrition



Johnston County Public Schools
School Nutrition Services
REQUEST FOR PROPOSALS
School Nutrition Temporary Staffing
RFP No. 200-JCPSSN-10202023-CR

Point of Contact: Lynne Williams/Assistant Director of School Nutrition

Email: lynnewilliams@johnston.k12.nc.us
Office: 919-934-1304 ext. 7048

DEADLINE FOR SUBMISSION OF PROPOSALS:
October 20, 2023 at 2:00PM

NOTICE TO BIDDERS

All bids are required to be **SEALED** and received by Johnston County Public Schools, School Nutrition Services, 601-C West Market Street Smithfield, NC 27577, **RFP No. 200-JCPSSN-10202023-CR**

Attn: Lynne Williams no later than **Friday, October 20, 2023 at 2:00PM (local time)**.

All replies must reference **RFP No. 200-JCPSSN-10202023-CR**

NOTE: RFP No. 200-JCPSSN-10202023-CR and Vendor Name, must be present and visible and clearly labeled on the **OUTER** shipping package/container/envelope otherwise the bid will be rejected. Refer to page 15 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine, open, see through, or emailed in response to this Request for Proposals will not be accepted.

**Historically Underutilized Businesses are encouraged to bid.*

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Johnston County Public Schools
REQUEST FOR PROPOSALS
School Nutrition Temporary Staffing

Request

Johnston County Public Schools, North Carolina ("JCPS") is seeking proposals for qualified companies to provide temporary School Nutrition cafeteria worker positions for the schools on an "as needed" basis.

Obtaining a request for proposal

This RFP is available to all qualified companies. Copies of this RFP can be obtained from JCPS, School Nutrition Department or by emailing Lynne Williams at lynnewilliams@johnston.k12.nc.us

Questions

All questions regarding this RFP, the services identified herein, or any request for additional data or information must be submitted in writing by **October 10, 2023**. All questions must be sent to Lynne Williams via email to lynnewilliams@johnston.k12.nc.us subject line must reference **RFP No. 200-JCPSSN-10202023-CR**

Responses to these questions will be provided **no later than October 12, 2023** via this [LINK](#). JCPS will make every effort to provide answers to questions within 24 hours of receiving the question via the Link provided.

Submission of Proposal

Deliver two copies of the completed RFP packet information, with original signatures in [Blue](#) ink, in a sealed business size envelope placed inside a legal sized envelope labeled as follows: Johnston County Public Schools, School Nutrition Services, 601-C West Market Street Smithfield, NC 27577 **RFP No. 200-JCPSSN-10202023-CR**. Attn: Lynne Williams, **no later than 2:00 P.M. on Friday, October 20, 2023** at which time they will be publicly opened. Bidders are welcome to attend the bid opening but bidder presence is not required and no weight or other consideration toward any award decision will be given to any bidder's attendance or absence at the bid opening. The time/date recorder located at School Nutrition Services, 601-C West Market Street Smithfield, NC 27577 will be used to record the official time of receipt. The outside of the sealed envelope shall be marked **School Nutrition Temporary Staffing RFP No. 200-JCPSSN-10202023-CR, along with the submittal deadline date and time as indicated**. The vendor is responsible to deliver the sealed proposal in a sealed envelope to the correct location and on time. **Late submissions will not be considered.**

Schedule of Events

EVENT	DATE/TIME
Public Notice	October 5, 2023
Submit Questions to lynnewilliams@johnston.k12.nc.us	October 10, 2023
Responses to questions provided to bidders via this LINK	October 12, 2023
Bid Documents Due	October 20, 2023 by 2:00pm
Public Bid Opening	All sealed bids will be publicly opened on October 20, 2023 at 2:00pm

Summary

The intent of this RFP is to find a Temporary Cafeteria Worker Staffing company(s) to help provide temporary staffing for JCPS School Nutrition Services on an “as needed” basis. Contractor(s) shall assign qualified individuals to JCPS School Nutrition Services to perform temporary cafeteria work requested by JCPS 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 on the amount of vacancies. The Temporary staff will typically work 4 hours a day and/or 6 hours a day, however depending on the vacancy needs, staff could work up to 8 hours per day on days that school is in session. Temporary cafeteria workers provided by Contractor must have the background and experience to provide basic and routine cafeteria services including food preparation, service and cleaning. The Temporary cafeteria workers will not have access and/or be trained to be cashiers. Temporary cafeteria workers will need to be trained on how to use equipment.

This is a Cost plus Fixed Fee for Service (FFS) contract where the cost is the amount paid to the temporary cafeteria worker and the fixed fee is the contractor’s fee. In an effort to assure equality of pay for all temporary cafeteria workers, the rate to be paid to the temporary cafeteria worker has been set at \$15.00 per hour. The fixed fee that is charged to administer the contract includes all costs to the contractor for hiring. This includes the cost of criminal background checks, processing new hires, paying employment taxes, health benefit 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 cafeteria worker and the contractor’s fixed fee for providing this service. The total hourly rate will be firm for the length of this contract. However, in the event that the state or federal minimum wage is increased during the term of this contract, the hourly rate paid to temporary cafeteria workers 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.

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Successful bidders will need to have a pool of temporary cafeteria workers screened and ready to report to work.

Requirements for Temporary Cafeteria Worker Position:

1. Temporary cafeteria workers shall have a time card with them and School Nutrition Managers will record the time daily, sign and date the time card. The School Nutrition Manager shall keep a copy on file at the school site.
2. Hands on training will be provided at the school site by the School Nutrition Manager and employees.
3. Start/End times to report to work will depend on the school site needs. Example: if working 4 hours a day 8-9am to 12:00-1:00pm with a 30 minute lunch break. Example: if working 6 hours a day - 7:30-8am to 2:00-2:30pm with a 30 minute lunch break. Example: if working 8 hours a day - 6:30am - 3:00pm with a 30 minute lunch break.
4. Temporary cafeteria workers shall be dressed professionally and provide their own uniform.
 - This uniform consists of a solid white t-shirt, black pants, black closed toe, slip-resistant shoes, approved hair covering - hairnet, plain ball cap and/or visor. All hair must be covered. Long hair must be pulled back. Ball hats/visors/hair coverings must be black. No logos/design other than JCPS branded. Uniform will be clean, wrinkle-free and in good repair.
 - **Facial Hair** (mustaches, beards, and goatees) shall be short ($\frac{1}{2}$ inch in length), clean and well trimmed. Sideburns, if worn, shall be neatly trimmed, shall not extend below the middle of the ear, shall be flared, shall be of even width, and shall end with a clean-shaven horizontal line. Mustaches must be neatly trimmed and must not extend beyond the corner of the lips. Any Temporary cafeteria worker with a beard or goatee either cooking, serving, or observing in a food service area must wear a beard snood.
 - **Makeup** - No excessive makeup. Glitters, sparkles, and false eyelashes are prohibited.
 - **Nails** - Fingernails are to be kept short, trimmed, filed and clean. Be sure to scrub underneath fingernails. Artificial nails are not permitted.
 - **Jewelry** - Rings (except for a plain band without stones), bracelets (including medical bracelets), watches, and other jewelry must be removed from hands and arms. Stud earrings and small earrings(not longer than an inch) may be worn. Necklaces must be worn on the inside of shirts. Temporary cafeteria workers 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.
 - **Gloves** - Gloves must be worn at all times by Temporary cafeteria workers wearing fingernail polish. Gloves must be changed frequently, as per HACCP/Food Safety requirements.
 - **Earbuds/Cell Phones** - One earbud that fits securely around the ear is acceptable in the kitchen settings at the School Nutrition Manager's discretion.

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No headphones or unsecured earbuds are allowed. Cell phones must be placed in the designated “parking spot” or break room area. Cell phones are not to be kept at the food prep/service area. NO EXCEPTIONS.

5. Temporary cafeteria worker(s) must arrive at the designated School site on time each day and complete their full shift. Worker(s) shall communicate with the School Nutrition Manager if they will be absent, will arrive late or need to leave early.
6. A plain black apron will be provided by School Nutrition Services and left on site.
7. A complimentary meal (lunch) will be provided by School Nutrition Services.
8. Temporary cafeteria worker(s) must adhere to all JCPS policies.

Temporary Cafeteria Worker Skill Requirements:

1. Simple arithmetic, reading skills, and recipe preparation. **HS Diploma or equivalent preferred but not required.**
2. Communication skills to communicate positively and effectively with students, staff, vendors and parents.
3. Manual skills for cleaning and sanitizing food preparation equipment.
4. Mechanical skills to safely operate kitchen equipment.
5. Medium work exerting up to 25 pounds and no greater than 50 pounds without assistance, and will receive assistance from other staff when lifting any product weighing over this amount.
6. Must be able to climb a ladder and work with hands above one’s head while standing on the ladder.
7. Frequent movement at a fast pace.

Pre-Employment Requirements:

1. JCPS approved health form signed by a medical professional.
2. Documentation of a negative TB test.
3. Criminal background check. JCPS requires every Temporary cafeteria worker(s) to be continuously screened for criminal background, security and protection purposes including: National Criminal and National Sex Offender Data Search; Including a 24 hour Guardian Service of Criminal Records.

Award, commencement, and continuation of any contract is contingent upon successful contractor(s) agreeing that its employees that are assigned to provide services hereunder shall be subject to Johnston County Public Schools Board of Education current background check procedures that are applicable to Johnston County Public Schools School Nutrition employees.

Contractor will collect and provide to JCPS personal information on their employees necessary to complete background checks and monitoring, such as, but not limited to, social security numbers, driver’s license numbers, birthdates, ect as determined by JCPS.

JCPS reserves the right to change background check providers at any time, and contractor(s) agree to comply with any new JCPS requirements; however, requirements will only parallel the exact information screened for, and /or collected on JCPS employees.

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As required by state and federal requirements, the results of criminal background checks will be reported by the contractor(s) directly to JCPS prior to a temporary cafeteria worker prior to employment in a school.

Procuring and Administrative Responsibilities:

The RFP is issued by Johnston County Public Schools, School Nutrition Program. The person responsible for managing the procurement process and contract administration is Lynne Williams, Assistant Director of School Nutrition, 919-934-1304 ext. 7048, lynnewilliams@johnston.k12.nc.us

Term of Contract

This RFP is issued with the intent of entering into a contract to procure Temporary Employment Services for Johnston County Public Schools Federally assisted School Nutrition Program from December 1, 2023 through December 31, 2024. Johnston County Public Schools and the Bidder shall have the option to renew the contract for four (4) additional one-year periods. At each bid renewal the contractor will meet with district personnel to review the contract. Contract renewal will be contingent on contractor satisfactorily fulfilling the requirements of the contract and agreeing to renew the RFP at the original quote except that the hourly rate paid to temporary cafeteria workers may, by mutual agreement, be adjusted to be competitive with the market and any increase in employment taxes that results from an agreed upon increase in the hourly rate may be added to the fixed fee for service. Any amendment or modification of the agreement shall be null and void, unless it is contained in writing signed by both parties.

The School Nutrition Program has the right to cancel the contract if the contractor fails to perform. The cancellation will provide **45 days** notice during which time both parties will continue to uphold the terms and conditions of the contract.

The School Nutrition Program has the right to cancel the contract without cause if deemed in the best interest of the Department. The cancellation will provide **90 days** notice during which time both parties will continue to uphold the terms and conditions of the contract.

After **90 days (360 hours)** of employment, the temporary cafeteria worker(s) may be considered for permanent employment with JCPS. The temporary agency must agree to release employees selected for permanent employment with no fees being charged to the employee or the employer.

Vendor Responsibilities:

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

3. The contractor's personnel are to present a professional appearance at all times while on school property. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any of the School District sites.
4. The contractor's personnel are forbidden to consume alcohol, use tobacco, or possess firearms on school property at any time.
5. The employment of unauthorized aliens by the Contractor is considered a violation of Section 247A (e) of the Immigration Reform and Control Act of 1986. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the Contract.

Billing and Accounting:

1. Invoices shall be issued for the total amount of Temporary cafeteria worker(s) assigned for JCPS.
2. Invoices should be sent directly via email by the 5th of each month to:

Attn: Amanda Jackson

Accounts Payable Specialist

919-934-1304 ext. 7039

amandajackson@johnston.k12.nc.us

Preparing and Submitting a Proposal:**General Instructions**

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

Proprietary Information

Informal quotes received under N.C.G.S. 143-131 are confidential, and not subject to public inspection until the purchase order is awarded.

Incurring Cost

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

Right to Reject Proposals and Negotiate Contract Terms

The Johnston County Public Schools Board of Education reserves the right to reject any and all proposals and to waive irregularities and technicalities. The judgment of the Johnston County Public Schools Board of Education on such matters shall be final. Johnston County Public Schools Board of Education further retains the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract.

Proposal must include the following:

Proposal Format

Responses must follow the format outlined below. Johnston County Public Schools may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format. Responses should be divided using tabs to separate each section, listed sequentially as follows:

Responsiveness to JCPS Request

The vendor shall include the vendor's detailed concept for provision of all services identified herein, including the following components:

- Vendor will recruit, interview, employ, ensure compliance with I-9 and/or E-Verify requirements, and otherwise use its customary screening procedures including background checks when determining which individuals to assign to JCPS as temporary cafeteria worker(s) with the skills, qualifications and performance to match the needs and standards of the JCPS (Temporary cafeteria worker(s)).
- Vendor will maintain all personnel and payroll records for each Temporary cafeteria worker(s) as required by applicable law. Vendor shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
- Vendor will be responsible for paying each Temporary cafeteria worker(s) all wages owed and shall also provide each Temporary cafeteria worker(s) with the benefits that Vendor decides to offer to them, in its sole discretion, if any, except Vendor shall comply with all state and federal employment laws and other requirements. Vendor shall be responsible to pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and will oversee unemployment and workers' compensation claims involving its Temporary cafeteria workers.

The Temporary cafeteria workers will be expected to and qualified to perform the following work:

- Follow manager's posted work schedules daily
- Follow published menus and standardized recipes - assist in all areas of food production, cleaning, dishwashing and service, and paperwork as designated by the manager
- Follow all HACCP/Food Safety procedures for food safety, sanitation and hygiene
- Cleaning and sanitizing food contact surface areas and equipment
- Sweeping and Mopping floors
- Taking trash and recycling out daily to designated dumpsters
- Cafeteria cleaning and sanitizing - serving line, tables and seats

Organization Capabilities:

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

Personnel Qualifications

Provide a brief description for each of the key personnel who would be assigned to the project with years of experience with your company. Indicate who will be the company's primary point of contact. **Attachment C**

Proposer References

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

Methodology

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

ADDITIONAL AREAS OF REGULATORY COMPLIANCE

- Vendor shall comply with all Standard Terms and Conditions of JCS Board of Education as identified in this solicitation document and shall provide a Certificate of Insurance as proof of compliance with insurance requirements.
- **LUNSFORD ACT.** The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. **Attachment E.**
- The Vendor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- The Vendor shall comply with the following Civil Right Act of 1964 as amended. The Vendor awarded the Contract shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with the Vendor's performance of work under this Contract, the Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for civil rights activity. The Vendor shall also comply with other Civil Rights laws as amended including Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- The Vendor awarded the Contract must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statute Chapter 14-234.
- **N.C. Law Clause:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of North Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may

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exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the successful bidder agrees to subject him/herself to the jurisdiction and process of the courts of the State of North Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

- **Hold Harmless:** The contractor shall hold the district harmless from any and all damages and claims that may arise by reason of any negligence on the part of the contractor, his agents or employees in the performance of the contract.
- **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested vendor to notify the Child Nutrition director for the school district in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.
- **Non-Collusive Clause:** By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same items, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- **Federal EPA Requirements:** The contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.
- **Retention of Records:** The contractor agrees to retain all books, records, and other documents relative to this agreement for four (4) years after final payment. The district, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- **Drug Free Workplace Act:** The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.
- Bids that have been certified by the North Carolina Department of Administration as **Historically Underutilized Business (HUB)** Entities are required to indicate their HUB status when responding to the RFP. The Vendor shall submit evidence of HUB Certification in **Attachment F**.
- Submission of **Certification of Contracts, Grants, Loans, Cooperative Agreements** and Lobbying is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any Vendor who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Certification should be provided in **Attachment G**.
- The Vendor is required to complete, sign and attach the **Debarment and Suspension Certification Form** after accessing North Carolina Department of Administration website and checking the debarment section at <http://www.doa.state.nc.us/PandC/actions.asp> . The signed form should be included as **Attachment H**.

Fee Proposal

The fee proposal (**Attachment A**) shall be completed **based on your employee's pay rate up to \$15/hour with your bill rate an hour.** The proposal must list all fees or charges to be paid by JCPS in connection with the School Nutrition Temporary Staffing services described in this RFP.

Processing of Proposals

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Johnston County Public Schools reserves the right to reject any and all proposals and discontinue the RFP process without obligation or liability to any potential vendor.

Johnston County Public Schools reserves the right to select the proposal(s) which in its sole judgment best meet the needs, services and cost of JCPS.

Johnston County Public Schools reserves the right to accept or reject any one or more items of the proposal and/or waive any irregularities or informalities in any proposal or in the proposal process.

Johnston County Public Schools reserves the right to award more than one contract to one or more bidders if it is in the best interest of Johnston County Public Schools.

JCPS will make decisions regarding evaluation of the proposal. JCPS also reserves the right to judge and determine whether a request is compliant and has satisfactorily met the requirements of the RFP.

The following information, forms and checklist items must be completed and submitted with the proposal:

- **Two Signed Copies of 2023-2024 New RFP/Contract Certification and Agreement**
- **Attachment A.....Completed and Signed Temporary Staffing RFP Pricing Sheet**
- **Attachment B.....Certificate of Insurance**
- **Attachment C.....Vendor Data Sheet/Information Form**
- **Attachment D.....Reference Data Sheet**
- **Attachment E.....Jessica Lunsford Act Acknowledgement**
- **Attachment F.....HUB Certification (32.7)**
- **Attachment G.....Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying**
- **Attachment H.....Debarment and Suspension Certification Form**
- **Attachment I.....Lists of Schools to Provide Service/District Profile**
- **Attachment J.....School Calendar**
- **Attachment K.....Protest Procedures**
- **Attachment L.....Sustainability Plan**
- **Attachment M.....Record Retention**
- **Attachment N.....Assurance Regarding Legal and Ethical Matters**
- **Attachment O.....Additional RFP Instructions**
- **Attachment P.....USDA Non-Discrimination Statement**

Award and Final Offers

If awarded, the intent of Johnston County Public Schools Board of Education is to award to the most responsive and responsible proposer(s) as deemed in the best interest of the Johnston County Public Schools Board of Education. The right is reserved by Johnston County Public Schools Board of Education to reject any or all proposals.

EXECUTION

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In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submission shall render bid invalid. Late bids will not be accepted.

Bidder Guarantee of Pricing, Terms and Conditions

Bidder acknowledges that all pricing and information contained within are accurate and guaranteed by signing below:

(Must be signed by a representative having legal authority to submit bids on behalf of the company)

Vendor Name: _____

Address: _____

Phone No. _____

Email Address: _____

WEB Address: _____

Has your company been debarred, suspended, or otherwise excluded or ineligible from doing business with either the State or Federal Government? Yes _____ No _____

Vendor Authorized Signature: _____ Date: _____

Please Print Name: _____

Notification of Successful Vendor.

Contractor(s) shall be notified as soon as possible by Lynne Williams following approval by the Johnston County Board of Education at a regular scheduled board meeting.

Selection of Vendor.

1. Qualifications:

The Vendor(s) must show evidence of its technical capability in the services identified in this RFP. The Contractor(s) shall also be knowledgeable concerning all applicable federal, state, and local laws, regulations, and ordinances. Work shall be done in conformance with current professional practices in the State of North Carolina.

2. Criterion for Selection of Vendor to Negotiate an Agreement:

JCPS will analyze the following criterion in selecting a Vendor using a point system in the decision-making process:

- Services - 10 points
- Qualifications - 10 points
- Cost - 20 points
- Ability to meet service expectations - 20 points
- Experience with related programs - 10 points
- References - 10 points
- Completeness of the proposal - 20 points

3. Award Criteria:

As provided by statute, the award will be based on the most responsive and responsible proposer(s) as deemed in the best interest of Johnston County Public Schools. The right is reserved to award this contract to a single overall bidder for all services, or to make awards on the basis of individual services, whichever shall be considered to be most advantageous or to constitute its best interest. Bidders should show (example hourly price) prices, but are requested also to offer a lump sum price.

Resolution of Disputes

Any disputes that may arise will be governed by North Carolina law. Venue for any litigation shall be in Johnston County.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non-reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials

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MAILING INSTRUCTIONS

Mail two original executed bid documents, with original signatures in **Blue** ink. Bids should be completely sealed and sent to Johnston County Public Schools School Nutrition Services, 601-C West Market Street Smithfield, NC 27577 **RFP No.200-JCPSSN-10202023–CR**. Attn: Lynne Williams, **no later than 2:00 P.M. on Friday October 20, 2023** at which time they will be publicly opened. The outside of the sealed envelope shall be marked **School Nutrition Temporary Staffing RFP No. 200-JCPSSN-10202023–CR, along with the submittal deadline date and time as indicated.** Address envelope as shown below. It is the sole responsibility of the bidder to have the bid in this office before the specified time and date of bid opening.

DELIVER TO:

Johnston County Public Schools
School Nutrition Services
RFP No. 200-JCPSSN-10202023–CR
Attn: Lynne Williams
601-C West Market Street
Smithfield, NC 27577
Bid Deadline Date: Friday October 20, 2023
Bid Deadline Time: 2:00 PM

**RFP number and vendor name must be
clearly written on OUTER envelope
FAILURE TO INCLUDE BID NUMBER AND
VENDOR NAME ON OUTER ENVELOPE MAY
CAUSE BID TO BE CONSIDERED
NONRESPONSIVE**

BID EVALUATION: Bids are requested on the services as hereinafter specified. Johnston County Public School reserves the right to reject any bid on the basis of need and specifications not met that are requested in this Request for Proposals as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

An evaluation team will review the proposals using the following Award Criteria on page 14 and make a recommendation.

Please do not contact any JCPS staff member other than the designated contact person, Lynne Williams by email only, regarding the project contemplated under this RFP while the RFP is open to receiving bids. Once the deadline for bids has passed and bids have been opened please refrain from contacting JCPS in regards to making corrections, clarifications, or

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alterations to the bids submitted. JCPS will only take into consideration the bids submitted on or before the set date and time and no changes will be accepted.

Johnston County Public Schools reserves the right to reject any and all proposals and discontinue the RFP process without obligation or liability to any potential vendor.

Johnston County Public Schools reserves the right to select the proposal(s) which in its sole judgment best meet the needs, services and cost of JCPS.

Johnston County Public Schools reserves the right to accept or reject any one or more items of the proposal and/or waive any irregularities or informalities in any proposal or in the proposal process.

Johnston County Public Schools reserves the right to award more than one contract to one or more bidders if it is in the best interest of Johnston County Public Schools.

Johnston County Public Schools will make decisions regarding evaluation of the proposal. JCPS also reserves the right to judge and determine whether a request is compliant and has satisfactorily met the requirements of the RFP.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by the bidder in **BLUE** ink. Otherwise it will be considered that items offered are in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet in **BLUE** ink. However, no implication is made that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

Contractor RFP/Contract
STANDARD TERMS AND CONDITIONS
2023-2024

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for the purchase of TEMPORARY EMPLOYMENT SERVICES for the students of JOHNSTON COUNTY Public Schools that fall within Federal regulations and State statutes that will be provided at an economical price for the SFA.

The section titles contained in this General 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 General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Item Specifications included in the RFP and any subsequent addenda thereto, the offeror's signed RFP Bid Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFP,
- (3) the offeror's response to the RFP,
- (4) the offeror's Notice of Award document, and
- (5) 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 purchases covered by a Contract resulting from an award under this RFP 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 General 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 General terms and Conditions document entitled "Extension Clause."

The transfer, assignment, or subcontracting of contracts is prohibited, and the offeror agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of the SFA.

C. Addendum

In the event any changes to this RFP occur subsequent to the mailing or other delivery of the original RFP, 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 RFP or any previous addendum. Each

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addendum will be mailed to all entities that are known to have received a copy of this RFP. The SFA is the sole authority for the issuance of any addendum related to this RFP. 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 RFP.

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. 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 product number references.

In most cases, bids 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 products are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

All bids must identify the manufacturer, brand, portion size, etc. of the product being offered. **"Pre-Approved Equal"** Brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than any "approved brand" specified, the offeror must supply a complete description and sufficient data for the SFA to properly analyze the product being compared. Samples may be requested for items other than "approved brands". These "Pre-Approved Equal" brands must be approved by the SFA **before** the bid opening. The SFA reserves the right to reject any brand submitted if the SFA does not have sufficient information or time to conduct taste-testing in order to deem the product as a "Pre-approved Equal".

If the offeror fails to identify the manufacturer, brand, portion size, etc. for any item included in the bid, the SFA will assume the offeror is proposing **the exact brand/product and portion size identified in the specification**, and if awarded, the offeror will be required to furnish the **exact brand names, portion sizes, etc. as specified**. **Substitutions will not be allowed.**

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best communication practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

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

General Specification Provisions:

1. Quantities

Quantities reflected in this RFP are estimates based on the combined projected needs for the SFA during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

2. Packaging

Unless otherwise provided for in this RFP, all products supplied under any Contract resulting from this RFP must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under Contract resulting from this RFP for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

3. 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" RFPs 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.

Allowable costs will be paid from the nonprofit school food service account to the offerer/contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. The offeror/contractor agrees to fully disclose all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the offeror/contractor receives a discount, rebate, allowance, or incentive from any supplier, the offeror/contractor must disclose and return to the JOHNSTON COUNTY School District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the JOHNSTON COUNTY School District. All discounts, rebates, allowances, and incentives must be returned to the JOHNSTON COUNTY School District during a mutually agreed upon timeframe that is beneficial to the School District.

"Cost Plus" bids will not be accepted unless otherwise requested in this RFP.

Proposed prices must be firm for acceptance for at least 90 days from the bid opening date, unless otherwise specified in this RFP 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 RFP are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to the SFA.

4. Delivery and Transportation

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 6:30 A.M. and 1:30 P.M. Monday through Friday, except holidays.

Unless otherwise noted in this RFP or in the Purchase Order, the offeror must deliver products awarded under this RFP within ten (10) working days after receipt of a Purchase Order. The vendor must immediately notify the SFA, by telephone and/or fax, if any delays occur. The SFA will have the option to cancel the order if unable to accept the delay. At the discretion of the SFA, items received after the due date, for which the SFA has not been notified regarding the delay, may be returned at the vendor's expense with no penalty to the SFA.

Repeated failure to meet delivery dates will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this General 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.

All freight, delivery, and handling charges are the responsibility of the offeror, and all bid prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required.

Cartons must be marked with appropriate product identifying information as indicated on the Purchase Order. Each shipment must include a packing list and waybill or delivery ticket.

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this RFP, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this RFP, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

When the needs of the SFA require immediate response, the right to pick up products awarded under this RFP on an "over the counter" basis must be available for the majority of the items awarded to a vendor. Under such circumstances, the SFA's personnel may pick up products at the vendor's warehouse location at the agreed-upon price with no minimum purchase required.

Except for items that have hidden defects or that do not meet specification, title to all products shall pass to the SFA upon receipt and acceptance at the time of delivery.

5. Quality

Unless otherwise indicated in the RFP, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the SFA will not accept "factory seconds" or otherwise inferior goods, and reserves the right to return any such item(s) within (30) days of receipt at the vendor's expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to the SFA upon request. Providing a web site access location to MSDS information is an acceptable alternative.

6. Product Inspection, Testing, and Defective Items

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All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the SFA. Tests may be performed on any samples submitted as part of the bid or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the bid item specifications or the General Terms and Conditions of the RFP, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the SFA could be jeopardized. All products in the SFA's warehouse at the time of any such cancellation must be picked up and credit issued to the SFA. Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The SFA shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

7. Samples

If samples are needed for bid evaluation, they will be requested as part of the RFP or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request.

Samples must be furnished free of expense to the SFA. Samples must be labeled with the SFA Bid Name, Item Number, Product Identification number(s), and the name of the offering entity. Do not include samples with the bid response unless otherwise instructed in the RFP.

All samples will be retained by the SFA for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by the SFA for the purpose of determining the quality of the delivered items are comparable to the samples. The SFA shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

8. Warranties

By submission of a bid, the offeror warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this RFP will be free from all defects in material, 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 RFP. 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.

9. Buy American provision

SFAs participating in the National School Lunch and School Breakfast programs in the contiguous United States are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define “domestic products” as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. “Substantially” means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

E. Bid Evaluation and Award

All bids received in response to this RFP which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled “Bid Preparation and Submission Procedures” will initially be considered for award; however, initial consideration of any bid will not constitute an assessment of its meeting the necessary qualifications, and any bid may be disqualified at any time during the process of evaluating bids for failure to meet any other terms or conditions contained anywhere else in the bid request.

The SFA reserves the right to waive any or all bid 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 bids in their entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items included in the bid 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 bid price alone. All bid items are subject to evaluation and approval by the SFA. In evaluating the bids 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 reputation of the vendor and of the vendor’s goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the vendor’s location, service, and delivery capabilities; (5) the vendor’s past performance with the SFA; (6) student preferences; (7) the warranties offered and the vendor’s warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA to comply with any applicable laws or rules; (10) the total long-term cost to the SFA to acquire the vendor’s goods and/or services; (11) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) 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 bids 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/of services offered to fit the needs of the SFA, will be made by the Child Nutrition Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee.

Unless otherwise indicated in this RFP, “all or nothing” bids are not acceptable and will be rejected. The offeror must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share the business with any other successful offerors.

The successful offeror(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.

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F. 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 General 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.

G. Deviations from Item Specification or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General 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 offeror 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 offeror’s response will hold the offeror accountable to the SFA to perform in strict accordance with all these General 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 offeror 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 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 General Terms and Conditions document entitled “Remedies for Non-Performance of Contract, and Contract Termination” and may jeopardize future business from the SFA.

H. Contract and Purchase Order Requirements

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

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

I. Invoices, Packing Lists, and Payment Conditions

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase

Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

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.

The SFA will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

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 satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice from 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.

J. Records Retention Requirements

By signing this bid, the offeror understands that the SFA, the U.S. Department of Agriculture, the NC Department of Public Instruction, 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 offeror 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; Child Nutrition funds may not be used for this purpose.

The offeror must retain pertinent records identified 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 four (4) year period for as long as required for resolution of the issues raised by the audit.

K. 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 General 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.

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Except as otherwise provided within the General 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 General Terms and Conditions of this RFP,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(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
- (4) the contract documents, or
- (5) the vendor's violation of any other provision contained within these General 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 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 offeror 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 a 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 General Terms and Conditions are of the essence.

L. 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.

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Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be executed 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 General 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.

M. Venue

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

N. 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.

O. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the questioning party 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.

P. 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, *Cost of Food Away from Home*, increase.

Q. Regulatory Compliance

- (1) The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
- (2) The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).

- (3) The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- (4) The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- (5) The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
- (6) The offeror shall comply with the provisions of the Consumer Product Safety Act.
- (7) The offeror shall complete and sign the *Certification 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)
- (8) The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.
- (9) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

R. Assurance of Non-Collusion

By signing this bid, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this RFP,
- (2) This bid has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RFP.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission related to this bid, anyu recommendations, decision, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid,
- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of bids.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

S. Assurances regarding Legal and Ethical Matters

By signing this bid, the offeror assures that:

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- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids 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, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this 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.

T. Bid Acceptance

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

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U. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page _18_ of this document. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

V. Questions Regarding Request for Bid/Proposal

Questions or requests for additional information concerning this bid or the specifications should be addressed to:

Lynne Williams
601-C West Market Street
Smithfield NC 27577

lynnewilliams@johnston.k12.nc.us

2023-2024 New RFP/Contract Certification & Agreement

Vendor Directions: Prepare two (2) copies of this **New Bid Certification and Agreement** with original signatures in **Blue** ink and with bid package: **See Contractor Document Return Checklist on pg. 12**

Directions: *Complete the required fields highlighted in **Teal color***

School District or Co-Op Name Johnston County Public Schools School Nutrition Services

Vendor NAME

ADDRESS

CITY & STATE

ZIP

DEFINITIONS

- The term “**new bid**” as used in this document, means the School District has sent a Request for Proposal and Standard Terms & Conditions with documents to eligible Vendors for the purpose of awarding a Distributor to carry out the terms of the **Terms and Conditions**.
- The term “**RFP/Contract**” as used in this document, means the current year Standard Terms & Conditions. The **Terms and Conditions** may be updated annually as needed for clarification, compliance with USDA regulatory policy and for the efficient and effective functioning of the school district. Vendors in “renewal” will receive the updated **Terms & Conditions** each year.
- The contract may be renewed for up to four (4) additional years. At each bid renewal the contractor will meet with district personnel to review the contract. Contract renewal will be contingent on the vendor satisfactorily fulfilling the requirements of the contract and agreeing to renew the bid at the original quote except that the hourly rate paid to employees may, by mutual agreement, be adjusted to be competitive with the market and any increase in employment taxes that results from an agreed upon increase in the hourly rate may be added to the fixed fee for service.
- **The term “RFP/Contract,” as used for New Bids, means the comprehensive collection of the following items sent to eligible Distributors as information and to be completed and to be returned to the School District as part of the Official Bid Packet:**
 1. **RFP to Vendor** – Notification to Vendors of RFP Opening Date and details of requirements.
 2. **Official 2023-2024 RFP Terms & Conditions** – Copy for Vendor’s file, do not return with RFP packet.
 3. **Official RFP/Contract Attachments A– P:** Completed and signed with original signatures by vendor.
 4. **Official New RFP/Contract Certification and Agreement** - Signed and returned by the Vendor. School District Official signs agreement after School District approval of award

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and the completed/signed copy is mailed to the awarded Vendor. The agreement is effective by the issue of a School District Purchase Order.

- **BIDDER DISQUALIFICATION:** Vendor 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 Vendor submittal errors as an immediate **Non-Responsive Bid:**

- **FAILURE TO SIGN THE VENDOR RFP/CONTRACT CERTIFICATION FORM**
- **ANY CHANGE TO THE RFP/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 RFP 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 Principles, A -102 Administrative Requirements, and A -133 Audit Requirements.

- In compliance with the **RFP/Contract**, and subject to all conditions required therein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the “cost” prices set correlating to each item plus the “firm fixed fee” and within the time frame specified.
- By responding to this RFP/Contract, the Vendor 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 Vendor also certifies no one connected to this company has had any connection with the development or drafting of this **RFP/CONTRACT**. Under penalty of perjury, the undersigned Vendor 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 RFP/Contract Certification, the individual whose name is shown assures that the Vendor has read and understands all the Standard Terms and Conditions in the RFP/CONTRACT and agrees to be bound by them, and is authorized to submit Bids on behalf of the Vendor.

CONTRACTOR NEW BID CERTIFICATION AND SIGNATURE

I certify by my signature below that the required PRICES quoted in the Attachment A of this **RFP/CONTRACT** are correct and that I have the authority to obligate the company named to perform under requirements of this RFP/Contract Certification and all Standard Terms and Conditions stated in the Official 2023-2024 RFP/Contract, Attachments and Addenda.

Name of Contractor Representative

Original Signature of Contractor Authorized To Sign

Title of Contractor Representative

Date _____

Name of Company

SCHOOL DISTRICT OFFICIAL ACCEPTANCE SIGNATURE

If any or all parts of the Vendor Bid are accepted by the School District, an authorized School District representative shall affix their signature hereto and collectively this **New RFP/Contract Certification and Agreement, along with the current RFP/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 **RFP/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.

The Local School District Board of Education approval is a prerequisite PRIOR TO school district signature on the **New RFP/Contract Certification and Agreement**. One (1) original copy is mailed to the awarded Vendor and one (1) original copy retained by the School District.

Name of School District Representative

Signature of School District Representative

Title of School District Representative

Date _____

Name of School District

ATTACHMENT A

School Nutrition Temporary Staffing RFP Pricing Sheet

Cost

1. Hourly Pay Rate (information only) \$ _____
2. Hourly Bill Rate (information only) \$ _____
3. Potential monthly amount of temporary help _____
4. Potential monthly cost per employee \$ _____
5. Potential monthly cost (total of #3 & #4) \$ _____
6. Potential annual cost (total #5x9 months) \$ _____

PLEASE PROVIDE COMPLETE DESCRIPTIONS OF SERVICES TO ENSURE IT ALIGNS WITH JCPS NEEDS. JOHNSTON COUNTY PUBLIC SCHOOLS RESERVES THE RIGHT TO DETERMINE IF BIDDER'S OFFER IS ACCEPTABLE.

ALL CHARGES, SALES TAX OR ANY OTHER FEES MUST BE INCLUDED IN BID PRICE. IT IS UNDERSTOOD THAT THE PRICES QUOTED HEREIN THAT DO NOT EXPLICITLY STATE ANY OF THE ABOVE IS THE BIDDERS FULL AND COMPLETE RESPONSE TO THIS REQUEST FOR PROPOSALS AND WILL BE BOUND BY PRICE QUOTED.

JOHNSTON COUNTY PUBLIC SCHOOLS WILL NOT BE RESPONSIBLE FOR ADDITIONAL CHARGES NOT STATED IN QUOTE PROVIDED IN RESPONSE TO THIS REQUEST FOR PROPOSALS.

ATTACHMENT B

EVIDENCE OF INSURANCE

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

ATTACHMENT C

VENDOR DATA SHEET/INFORMATION FORM

1. Proposing Company Name _____

Telephone _____ Toll Free Telephone _____ Fax _____

Address: _____

City: _____ State: _____ Zip + Four: _____

Federal Employee Identification Number (FEIN): _____

E-mail Address: _____

2. Contact Person in the event there are questions about your proposal

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

E-mail Address: _____

3. Mailing address where District purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

1. Provide a brief description for each of the key personnel who would be assigned to the project with years of experience with your company.

ATTACHMENT C - continued

VENDOR DATA SHEET/INFORMATION FORM

New Vendor Packet Information

The offeror shall complete and submit the "New Vendor Form" as well as a copy of the vendor's W-9.

New Vendor Form

NEW VENDOR INFORMATION PACKET

In compliance with Federal laws, Johnston County Public Schools requests the following information regarding your Taxpayer Identification Number (TIN), Federal Identification Number (FIN), or Social Security Number (SSN). If we do not receive your correct identification number, Federal law requires that we withhold 31% of amounts due to you and forward these amounts withheld to the IRS until we receive your correct identification number. In addition, you may be subject to certain other penalties from the IRS. Please complete all of the requested information on the next page of this form. Incomplete forms will cause unnecessary delays on orders. ***This information must be received before we will process your order for payment.*** If you have any questions, please contact the Finance Department at 919-934-6032 ext. 8052 or kimyoung@johnston.k12.nc.us.

Please return this form to:

JOHNSTON COUNTY PUBLIC SCHOOLS
ACCOUNTS PAYABLE DEPARTMENT - ATTN: KIM YOUNG
PO BOX 1336
SMITHFIELD, NC 27577

Email: kimyoung@johnston.k12.nc.us

SCHOOL NAME: _____

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ATTACHMENT D

REFERENCE DATA SHEET

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document. If contractor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name: _____
Address: _____
E-mail: _____
Telephone: _____ Contact Person: _____
Facsimile: _____
Product(s) and/or Service(s) Used: _____
Dollar Volume \$ _____
Number of sites _____

Company Name: _____
Address: _____
E-mail: _____
Telephone: _____ Contact Person: _____
Facsimile: _____
Product(s) and/or Service(s) Used: _____
Dollar Volume \$ _____
Number of sites _____

Company Name: _____
Address: _____
E-mail: _____
Telephone: _____ Contact Person: _____
Facsimile: _____
Product(s) and/or Service(s) Used: _____
Dollar Volume \$ _____
Number of sites _____

ATTACHMENT E

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

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

CHECKS: The Manufacturer shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on a NC CN Alliance School District property. The Manufacturer shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Manufacturer shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel.

Each NC CN Alliance School District reserves the right to prohibit any individual employee of Manufacturer from providing services on School District property or at any School District events if the School District(s) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

By signing this form the Vendor agrees they conduct criminal background checks and do not hire a person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Also, the manufacturer conducts an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for persons employed by the company.

Company Name (Print)

Authorized Signature

Date

Printed Name

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ATTACHMENT F

HUB Certification

Historically Underutilized Business (HUB) Certification

Companies submitting Bids that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB)

Entities are encouraged to indicate their HUB status when responding to this RFP.

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

Check all that apply:

☐ **Minority**
☐ **Small Business**
☐ **Women Owned**

Company Name (Print)

Signature of Authorized Representative

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

Company Name (Print)

Signature of Authorized Representative

ATTACHMENT G

Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying

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

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

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

Company Name (Print)

Authorized Signature

Date

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ATTACHMENT H

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

1. The prospective participant certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Bid.

Organization Name (print)

RFP #

Name and Title of Authorized Representative (print)

Signature

Date

By signing and submitting this form, the prospective Vendor is providing certification they have accessed and verified at the following website: <http://www.doa.state.nc.us/PandC/actions.asp> that the Vendor is not currently debarred or suspended from conducting business in the state of North Carolina.

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ATTACHMENT I

List of Schools to Provide Service Johnston County Public Schools DISTRICT PROFILE

Director of School Nutrition: Jennifer Lawson
Address: 601-C West Market Street Smithfield, NC 27577
Phone: 919-934-1304 ext 7028
Email: jenniferlawson@johnston.k12.nc.us
District Billing Address: 601-C West Market Street Smithfield, NC 27577

Assistant Director of School Nutrition: Lynne Williams
Address: 601-C West Market Street Smithfield, NC 27577
Phone: 919-934-1304 ext 7048
Email: lynnewilliams@johnston.k12.nc.us
District Billing Address: 601-C West Market Street Smithfield, NC 27577

Accounts Payable Specialist: Amanda Jackson
Address: 601-C West Market Street Smithfield, NC 27577
Phone: 919-934-1304 ext 7039
Email: amandajackson@johnston.k12.nc.us
District Billing Address: 601-C West Market Street Smithfield, NC 27577

District makes payment to vendors: NET 45

JCPS Site Information:

Site Name (44 locations)	Site Address	Site Phone Number	Extension
Archer Lodge Middle	740 Wendell Road Wendell, NC 27591	553-0714	1203
Benson Elementary	2040 Hwy 50 North Benson, NC 27504	894-4233	1303
Benson Middle	1600 North Wall St Benson, NC 27504	894-3889	1403
Clayton High	600 S Fayetteville Street Clayton, NC 27520	919-553-4064	1503
Clayton Middle	490 Guy Road Clayton, NC 27520	553-5811	1703
Cleveland Elementary	10225 Cleveland Rd Clayton, NC 27520	550-2700	1803
Cleveland High	1892 Polenta Road Clayton, NC 27520	919-934-2455	1903
Cleveland Middle	2323 Cornwallis Rd Garner, NC 27529	553-7500	2203
Cooper Elementary	849 N. Mial St Clayton, NC 27520	553-0256	2303
Corinth Holders Elementary	3976 NC 231 Zebulon, NC 27597	365-7560	2403
Corinth Holders High	6875 Applewhite Road Wendell, NC 27591	919-365-4306	2503
Dixon Road Elementary	835 Dixon Rd Willow Springs, NC 27592	894-7771	2703
East Clayton Elementary	2075 NC 42 East Clayton, NC 27520	550-5311	6803
Four Oaks Elementary	180 Hatcher St Four Oaks, NC 27524	963-2166	2803

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Four Oaks Middle	1475 Boyette Road Four Oaks, NC 27524	963-4022	3103
Glendale Kenly Elementary	2001 Bay Valley Rd Kenly, NC 27542	284-2821	3203
Innovation Academy	521 Martin Luther King Drive Smithfield, NC 27577	TBA	TBA
McGee's Crossroads Elementary	10330 NC 50 North Angier, NC 27501	894-7161	6603
McGee's Crossroads Middle	13353 NC 210 Benson, NC 27504	894-6003	3303
Meadow Elementary	7507 NC 50 South Benson, NC 27504	894-4226	3403
Micro Elementary	301 E. Main Street Micro, NC 27555	588-4300	7203
North Johnston High	5915 US-301 Kenly, NC 27542	919-284-2031	3603
North Johnston Middle	301 E. Main St Micro, NC 27555	284-3700	3803
Pine Level Elementary	304 W. Blanche Street Pine Level, NC 27568	965-3323	3503
Polenta Elementary	105 Josephine Rd Garner, NC 27529	989-6039	3903
Powhatan Elementary	3145 Vinson Rd Clayton, NC 27527	553-3259	4203
Princeton Elementary	650 Holt's Pond Rd Princeton, NC 27569	936-0755	4303
Princeton Middle/High	101 Dr Donnie H Jones Jr Blvd W, Princeton, NC 27569	919-936-6431	4403
River Dell Elementary	12100 Buffalo Rd Clayton, NC 27520	553-1977	6703
Riverwood Elementary	108 Athletic Club Blvd Clayton, NC 27520	359-6300	4603

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Riverwood Middle	204 Athletic Club Blvd Clayton, NC 27520	359-2769	4703
Selma Elementary	311 W. Richardson St Selma, NC 27576	965-3361	4803
Selma Middle	1533 US 301 North Selma, NC 27576	965-2555	4903
Smithfield Middle	1455 Buffalo Road Smithfield, NC 27577	934-4696	5003
Smithfield-Selma High	700 M Durwood Stephenson Pkwy, Smithfield, NC 27577	919-934-5191	5103
South Johnston High	10381 U.S. 301 South, Four Oaks, NC 27524	919-894-3146	5503
South Smithfield Elementary	201 W. Sanders St Smithfield, NC 27577	934-8979	5703
Swift Creek Middle	325 Norris Road Clayton, NC 27520	262-0750	6103
Thanksgiving Elementary	1161 Lynch Rd Selma NC 27576	984-400-7300	5403
West Clayton Elementary	1012 S. Lombard St Clayton, NC 27520	553-7113	5803
West Johnston High	5935 Raleigh Rd, Benson, NC 27504	919-919-934-2400	5903
West Smithfield Elementary	2665 Galilee Rd Smithfield, NC 27577	989-6418	6303
West View Elementary	11755 Cleveland Rd Garner, NC 27529	661-6184	6403
Wilson's Mills Elementary	4654 Wilson's Mills Rd Wilson's Mills, NC 27593	934-2978	6503

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ATTACHMENT J

District Calendars

[Calendars | Johnston County Public Schools](#)





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2023-2024 Traditional Student Calendar

July					August					September					October				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
3	4	5	6	7		1	2	3	4					1	2	3	4	5	6
10	11	12	13	14	7	8	9	10	11	4 OFF	5	6	7	8	9	10	11	12	13
17	18	19	20	21	14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
24	25	26	27	28	21	22	23	24	25	18	19	20	21	22 OFF	23	24	25	26	27 Q
31					28 ED	29	30	31		25	26	27	28	29	30 OFF	31			
November					December					January '24					February				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3					1	1 OFF	2 OFF	3	4	5				1	2
6	7	8	9	10 OFF	4	5	6	7	8	8	9	10	11	12	5	6	7	8	9
13	14	15	16	17	11	12	13	14	15	15 OFF	16	17	18	19	12	13	14	15	16
20	21	22 OFF	23 OFF	24 OFF	18	19	20 ED	21 OFF	22 OFF	22	23	24 Q	25 OFF	26 OFF	19 OFF	20	21	22	23
27	28	29	30		25 OFF	26 OFF	27 OFF	28 OFF	29 OFF	29	30	31			26	27	28	29	
March					April					May					June				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1	1 OFF	2 OFF	3 OFF	4 OFF	5 OFF			1	2	3	3	4	5	6 ED Q	7
4	5	6	7	8	8 OFF	9	10	11	12	6	7	8	9	10	10	11	12	13	14
11	12	13	14	15	15	16	17	18	19	13	14	15	16	17	17	18	19	20	21
18	19	20	21	22	22	23	24	25	26	20	21	22	23	24	24	25	26	27	28
25	26	27	28 Q	29 OFF	29	30				27 OFF	28	29	30	31					

HOLIDAYS	Labor Day-- Sept. 4th Veterans Day -- Nov. 10th Thanksgiving Holidays-- Nov. 23rd-24th Christmas Break-- Dec. 21st-29th	New Year's Day-- Jan. 1st Martin Luther King, Jr.-- Jan. 15th Spring Break-- March 29th - April 5th Memorial Day-- May 27th	LEGEND	 First/Last Day for Students			
				 End of Each Grading Period			Inclement Weather 1/02/24, 1/26/24, 2/19/24, 4/05/24, 4/08/24
				 No School for Students			
				 Early Dismissal			Adopted: March 14, 2023

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2023-2024 Traditional Staff Calendar

July					August					September					October				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
3	4	5	6	7		1	2	3	4					1	2	3	4	5	6
10	11	12	13	14	7	8	9	10	11	4	5	6	7	8	9	10	11	12	13
17	18	19	20	21	14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
24	25	26	27	28	21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
31					28	29	30	31		25	26	27	28	29	30	31			Q1
															RSWD				

November					December					January '24					February				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3					1	1	2	3	4	5				1	2
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12	5	6	7	8	9
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19	12	13	14	15	16
20	21	22	23	24	18	19	20	21	22	22	23	24	25	26	19	20	21	22	23
27	28	29	30		25	26	27	28	29	29	30	31			26	27	28	29	
					H	H	H	AL	AL						WD				
March					April					May					June				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
				1	1	2	3	4	5			1	2	3	3	4	5	6	7
4	5	6	7	8	8	9	10	11	12	6	7	8	9	10	10	11	12	13	14
11	12	13	14	15	15	16	17	18	19	13	14	15	16	17	17	18	19	20	21
18	19	20	21	22	22	23	24	25	26	20	21	22	23	24	24	25	26	27	28
25	26	27	28	29	29	30				27	28	29	30	31					
			Q3	H						H									
Labor Day-- Sept. 4th Veterans Day -- Nov. 10th Thanksgiving Holidays- Nov. 23rd-24th Christmas Break- Dec. 21st-29th					New Year's Day-- Jan. 1st Martin Luther King, Jr.-- Jan. 15th Spring Break- March 29th - April 5th Memorial Day-- May 27th					First/Last Day for Students Q End of Each Grading Period ED Early Dismissal Day WD Optional Workday RC Required County RS Required School H Holiday AL Annual Leave ER Early Release					Inclement Weather 1/02/24, 1/26/24, 2/19/24, 4/05/24, 4/08/24 Adopted: March 14, 2023				

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ATTACHMENT K

Protest Procedures

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given above. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

ATTACHMENT L

Sustainability Plan

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ATTACHMENT M

Record Retention

By signing this RFP, the contractor understands that the SFA, the U.S. Department of Agriculture, the NC Department of Public Instruction, 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; Child Nutrition funds may not be used for this purpose.

The contractor must retain pertinent records identified by source, type, and category of beverages for a minimum of three years (plus the current year) 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.

ATTACHMENT N

Assurance Regarding Legal and Ethical Matters

By signing this bid, the offeror assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids 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, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,**
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,**
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this 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**

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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.

ATTACHMENT O

Additional RFP Instructions

a) Bid modifications - RFPs cannot be modified after receipt of RFPs unless the SNP deems negotiation necessary. Care should be taken to ensure that information provided is accurate, complete, and consistent. Omission of any of the required information may subject the Bidder to disqualification. The SNP reserves the right to request information or respond to inquiries for clarification purposes only.

b) RFP withdrawal - Bidders may withdraw RFPs at any time up to the scheduled time for receipt of RFPs. Bidders desiring to withdraw their RFP must submit the purpose for withdrawal in writing to the School Nutrition SNP before the RFP opening deadline (RFP close date). Bidders may resubmit RFPs provided it is prior to the scheduled time for receipt of RFPs.

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

e) Rejection or Disqualification of RFPs - i) A RFP that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming.

f) The SNP reserves the right to disqualify RFPs upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. 19 iii) Issuance of this RFP in no way constitutes a commitment by the SNP to award a contract. The SNP reserves the right to accept or reject, in whole or part, all RFPs submitted and/or to cancel this solicitation if it is determined to be in the best interest of the SNP. iv) Any Bidder who has demonstrated poor performance during a current or previous Agreement with the SNP may be considered a non-responsible Bidder and their RFP may be rejected. The SNP reserves the right to exercise this option as is deemed proper and/or necessary. v) The SNP reserves the right to accept or reject any or all RFPs, or to accept any part of a RFP without accepting the whole thereof, or to accept such RFP as they deem to be in the best interest of Johnston County Public Schools School Nutrition.

ATTACHMENT P

USDA Non-Discrimination Statement

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

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

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