



Guilford
COUNTY SCHOOLS

**GUILFORD COUNTY SCHOOLS
Invitation for Bids**

**Purchasing Department
714 Green Valley Road
Greensboro, NC 27408**

Direct all inquiries to:	Invitation for Bids: #6832
Letitia Hines	Bids due date: June 3, 2026
HinesL@gcsnc.com 336.370.3238	Commodity: School Nutrition Services Fresh Milk Products

NOTICE TO BIDDERS

Sealed Bids will be received by Guilford County Schools Purchasing Department at 714 Green Valley Road, Greensboro, NC 27408 in Conference Room 2A, until 2:00pm EDT on the day of opening for furnishing and delivering the commodity as described herein. Please allow sufficient time for check-in and visitor badges as late bids will not be accepted. Attempts to submit a bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this Invitation for bids will **not** be accepted.

EXECUTION

In compliance with this Invitation For Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this bid, the undersigned Vendor certifies that this bid is submitted competitively and without collusion (G.S. 143-54), that none of its 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 it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 14348.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids will not be accepted.

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	FAX NUMBER:
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		TITLE	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 90 days from date of bid opening, unless otherwise stated. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

1.0 PURPOSE AND BACKGROUND

This invitation is issued to Distributors with interest in submission of a **NEW CONTRACT** for the procurement and delivery of **FRESH MILK PRODUCTS** as listed for Federally-funded Child Nutrition programs operating in our School District. The awarded contract becomes the **FIRST YEAR** of a contract with the potential of four – one-year renewals provided Vendor and School District agreement terms are accepted.

2.0 GENERAL INFORMATION

This IFB is comprised of the base bid document, any attachments, and any addenda released before contract award. All attachments and addenda released for this IFB in advance of any Contract award are incorporated herein by reference. Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

TAXES

Guilford County Schools is **NOT** tax-exempt. Unless otherwise indicated, tax must be computed and added to your bid. Any itemized shipping charges are also subject to tax. When invoiced, tax should be invoiced as a separate line item.

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

The Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, 168A-3. GCS Board of Education promotes full and equal access to business opportunities with Guilford County Schools. Minority businesses are encouraged to submit bids for this project. All vendors shall have a fair and reasonable opportunity to participate in GCS business opportunities.

INSURANCE

Certificate of Insurance

Each vendor shall furnish GCS a certificate of insurance showing that the required workmen's compensation and public liability insurance are carried by the Contractor. The certificate of insurance should show that it is issued to or at the request of the Guilford County Board of Education, Greensboro, North Carolina. All insurance carriers shall be licensed to do business in North Carolina or approved to issue insurance coverage by the Commission of Insurance of North Carolina.

The certificate of insurance shall include substantially the following provision: The insurance policies to which this certificate refers shall not be altered or canceled until after ten (10) days' written notice of such cancellation or alteration has been sent by certified mail to the Guilford County Board of Education, Greensboro, North Carolina.

Public Liability Insurance

The vendor shall maintain public liability insurance covering his liability for bodily injury and property damage which may arise from his operations, contractual obligations, products and completed operations, as well as operations performed by independent contractors, in not less than the following amounts:

1.A combined single limit (CSL) of \$1,000,000 each occurrence, or

2.A \$1,000,000 limit for Bodily Injury Liability, and \$1,000,000 limit for Property Damage Liability.

An occurrence form of policy will be required, and the certificate of insurance submitted by the Contractor must be personally signed by a resident licensed agent of each of the companies listed on that form.

Worker's Compensation Insurance

The Contractor shall maintain during the life of his contract all such workmen's compensation insurance as is or may be required by the laws of North Carolina.

Terms and Conditions

It shall be the vendor's responsibility to read the instructions, terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all

requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued relating to this IFB.

All Vendors are hereby notified that they must have the proper license as required under the North Carolina laws. The award of a contract under this solicitation may be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

3.0 SPECIFIC INFORMATION

BID QUESTIONS

Upon review of the IFB documents, vendors may have questions to clarify or interpret the IFB to submit the best bids possible. To accommodate the bid questions process, vendors shall submit any such questions by Tuesday, May 19, 2026 at 2pm (EDT).

Written questions shall be emailed to Letitia Hines at HinesL@gcsnc.com by the date and time specified above. Vendors will enter "IFB #6832 – Questions" as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question...?

Questions received prior to the submission deadline date, GCS's response, and any additional terms deemed necessary by GCS will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any GCS personnel, whether made in response to a question or otherwise regarding this IFB, shall be considered authoritative or binding. Vendors shall be entitled to rely **only** on written material contained in an addendum to this IFB.

BID SUBMITTAL

Sealed bids, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated below, as described herein. **Two (2) Original & 1 standard USB drive** should be addressed in an envelope with the IFB number as shown below: It is the responsibility of the Vendor to have the bid in the Guilford County Schools Purchasing office by the specified time and date of opening. Bids shall be marked on the outside of the sealed envelope with the Vendor's name, bid number and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in a separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package.

Attempts to submit a bid via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this Invitation for Bids will **not** be accepted. Bids are subject to

rejection unless submitted with the information above included on the outside of the sealed bids package.

MAILING INSTRUCTIONS

DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:

IFB No.6832

Letitia Hines, Purchasing Manager

Guilford County Schools

Purchasing Department

714 Green Valley Road

Greensboro, NC 27408

4.0 GENERAL BID AND CONTRACT REQUIREMENTS

A. SCOPE

1. QUANTITY

It shall be understood by all parties concerned that any contract established as a result of this invitation will not obligate the school system to receive any quantity in excess of actual requirements. While the quantities shown are classified as estimates for bidding purposes, they do result from actual historic tabulations. School system authorities will make a reasonable effort to fully utilize projected supplies of formula items which may not have a market elsewhere. Distributors are asked to bid and deliver all items listed, as well as items which may be added and/or deleted later.

2. DESCRIPTIONS AND SAMPLES

Descriptions are included as a part of the bid to ensure all parties an equal opportunity. School Nutrition personnel may evaluate specified products to ensure that the items meet bid descriptions.

If a bidder wishes to submit an alternate for a specific product requested, bidders must contact the School Nutrition Business Manager and/or SNS Designee seven (7) business days **prior** to the bid opening and provide a sample if requested for evaluation and approval. Samples shall be supplied free of charge by the bidder and delivered to a place designated by School Nutrition. Acceptance of a product other than that specified will be determined ultimately by the School Nutrition Business Manager and/or SNS Designee.

3. BID INFORMATION

Bidders are required to complete all columns of the bid form.

A. Pack - The number and size of the units in each case.

- B. Unit Price - The cost of the unit specified bid net cost only. Deduct all discounts, trade and terms. Delivery costs, and all taxes, except North Carolina Sales Tax on taxable items, are to be included in the item case price. However, bid items for which North Carolina Sales Tax will be charged should be noted if applicable.
- C. All milk bid prices shall be firm until (30) thirty days after the start of the bid period, after which prices for milk can increase or decrease (escalation/de-escalation clause) in accord with changes in Class 1 raw milk prices based on monthly Federal Milk Order Announcements for the applicable geographic zone. Prices for milk delivered can be increased or decreased at the rate of \$.001 per half pint for each full \$.015 increase/decrease in raw milk per hundred weight. See chart with examples for calculating increase/decrease on page 21 of this bid.

Bidder should specify the geographical zone on which the price is based. The bidder may use either the processing plant location or the school district location.

The vendor should base their price on March 2026 milk market order. Monthly price changes are made based on comparison back to original market order, which was the base for the bid. The increase/decrease is added to the original bid award.

Price changes must be submitted three (3) days prior to the end of the month to be effective the 1st day of the following month.

The vendor should return all discounts, credits and rebates for items purchased by the district to the district.

4. REVIEW AND AWARD OF BIDS

After the public opening of bids, the Guilford County School Nutrition may require up to 10 days for review of bids prior to award. It is important for bidders to understand that the reason for the review of bids, line by line, is to assess the fairness of the bid to suppliers and the school system alike. A supplier must show suitable evidence for acceptance of any item challenged upon review and assessment.

Any bid, which in the opinion of the school system violates the integrity or fairness of a bid, may be rejected in total. Guilford County Schools reserve the right to reject any or all bids, in whole or in part, and to waive technicalities whenever it is deemed to be in the best interest of the school system.

It is the intent of the Guilford County Schools to award bid items to the distributor who best meets the needs of Guilford County School Nutrition Services regarding cost per serving, quality of products and past service record. A single award will be made to cover the bid requirements.

In the event of identical low bids, School Nutrition reserves the right to select the successful bidder. The successful vendor will be notified in writing of the bid award.

5. PROTEST PROCEDURE

Protests of awards exceeding \$10,000 in value must be submitted to Guilford County Schools within 15 calendar days from the date of the bid opening. Vendor must supply specific reasons and any supporting documentation for the protest.

6. EXCLUSIVITY

The School Nutrition Department agrees to use the designated contract distributor(s) as an exclusive source for the various items and services listed herein as well as for comparable substitutes. The only anticipated exceptions might be in time of emergency. The designated distributor(s) reciprocally agrees to provide items awarded to the company thereby minimizing occurrences when a school system may have to seek other interim product resources.

7. LINES OF COMMUNICATION

- A. A company contact person with responsibility for School Nutrition's account must be available Monday-Friday 7:00am-4:00pm, except during school holidays to accept phone orders, changes, deletions, and to handle emergency needs.
- B. As far as practical, all communications between school system officials and distributor(s) shall be in writing. Each shall designate a representative to deal with day-to-day logistical matters of the program. Matters of policy are to be dealt with by the School Nutrition Business Manager and/or SNS Designee.

8. NEW PRODUCTS

The contract distributor(s) are encouraged to present or demonstrate new items or concepts to the School Nutrition Business Manager and/or SNS Designee.

9. REPORTS

Utilization and fill rate reports shall be issued to School Nutrition monthly and/or upon request. Utilization reports shall be submitted for total quantity delivered per item in terms of bid units per school delivery point and a combined district total. Reports shall be submitted within 15 calendar days after the end of the month or contract period. Payments for the month prior to the due dates for the reports may be withheld at the discretion of School Nutrition officials until reports are received.

10. DELIVERIES

- A. All sites require delivery ten (10) months per year. Some schools follow non-traditional calendars and transport to middle colleges. All Guilford County Schools' calendars can be found on the district's website: www.gcsnc.com. Summer feeding sites will require deliveries in the summer months.

- B. Orders will be placed at the time of delivery by the cafeteria manager and/or designee.
- C. **A minimum of every other day deliveries per week shall be made between the hours of 6:30 a.m. and 2:00 p.m. for elementary schools and 7:00am to 2:30pm for middle and high schools.** There are some schools that require daily deliveries due to limited storage space and are indicated on the delivery list with a "D" beside their name.
- D. If a product is shorted, it must be redelivered by 7:00am the next morning or before the day of use.
- E. Delivery schedules shall be submitted to the School Nutrition Business Manager and/or SNS Designee upon award of the bid for prior approval and shall remain constant from week to week. When holidays or closing days fall on a scheduled delivery day, deliveries shall be made in accordance with a schedule negotiated by the parties involved. All Guilford County Schools calendars can be found on the district's website: www.gcsnc.com.
- F. Vendor must coordinate milk deliveries with managers prior to holidays and the end of the school year to minimize milk shortages or unused milk. Vendor shall issue credit for unused milk at holidays (closure of 3 or more days in a row) and end of the school year.
- G. Drivers shall deliver products into areas designated by the School Nutrition manager and/or designee. Drivers are to rotate current inventory before loading new deliveries.
- H. Drivers must pick up empty milk crates on a routine basis. Crates not picked up by the end of the school year may be donated or disposed of by the district.
- I. Product deliveries which deviate from the established delivery schedule, and which are not requested nor receipted by authorized cafeteria personnel will be considered donations to the School Nutrition Department.
- J. Drivers shall request the authorized school receiver to verify the accuracy of items, quantities of each item, total quantities, and the condition of merchandise.
- K. Each delivery ticket shall be receipted (signed) by a school nutrition staff member. Variations from the norm, i.e., shortages, damages, etc., will be handled in a manner negotiated with the successful bidder(s) at the Post-Bid Conference. Two copies of a legible, accurate delivery invoice must be left with each delivery.
- L. Special or intermediate deliveries will be required only if a vendor fails to deliver product on a regularly scheduled delivery, in which case the contractor shall make delivery as requested by the School Nutrition Office or in case loss of power that causes the inventory of milk to spoil and an immediate delivery is needed.
- M. Drivers shall issue credit for milk that is found to be an inferior quality.
- N. Orders that need to be cancelled, due to emergency, school closings (such as inclement weather), may be cancelled with less than (2) two-hour notice.

- O. If a truck is delayed due to mechanical problems, traffic situations, etc., the School Nutrition Office should be notified of any delays over 30 minutes.

11. OUT OF STOCK/SUBSTITUTIONS

Each vendor shall provide the School Nutrition Office not later than 10:00A.M on the day before delivery, a list of all items that are temporarily OUT OF STOCK and will not be delivered. School Nutrition Services shall give every consideration for unavoidable delays and errors.

In the event that a substitution acceptable to the Business Manager and/or SNS Designee cannot be made, the Business Manager and/or SNS Designee may procure the item from another source, and hold the vendor responsible for any excess cost, occasioned thereby. Consistent out of stock will be grounds for termination.

Vendors must deliver the products specified in their bid unless a substitution is approved by School Nutrition Services.

No back orders shall be accepted without pre-approval from the School Nutrition office.

12. PAYMENTS

Separate computer-generated legible invoices for each school must be supplied. It is the desire of the school system that items on all invoices print out in the school system's numerical sequence.

Specific invoicing requirements shall be negotiated with the successful bidder at the Post-Bid Conference.

Guilford County School Nutrition Services will pay (signed) invoices within 35 days of receipt. Invoices are paid by the invoice numbers. Invoicing will be created by the vendor using unique, sequential numbering patterns for a minimum of one fiscal year, but ideally for the length of the contract terms. Duplicate invoice numbering systems will not be permissible sources of acceptable documentation of services rendered and may lead to termination of the contract. The awarded vendor must demonstrate that the invoicing system creates unique numerical sequences prior to the contract start period.

All invoices must be signed by authorized School Nutrition personnel at the time of delivery. School Nutrition Services must be notified if an invoice is not paid within eight weeks of the delivery date. If the vendor has not contacted School Nutrition Services within this eight week period, the invoice may not be paid by School Nutrition Services.

13. EXTENSIONS

This contract may be extended for a period not to exceed four years in total, upon mutual agreement of both parties. There shall be no changes in the terms of the contract during the

extension period. The total period of the contract including extensions shall not exceed 60 months, one year at a time.

14. TERMINATION OF CONTRACT

Failure on the part of the school system, or the contractor, to comply with the provisions of this contract may result in termination with 30 days written notice.

Each party shall follow the procedure outlined below, if a contract is to be terminated:

Step 1. Issue warning letter and outline violations and length of time to correct the problem.

Step 2. Issue letter of Intent to cancel contract, if problem is not resolved by a given date.

Step 3. Issue letter to cancel contract.

15. BREACH OF CONTRACT

The vendor shall be charged 25% of the total contract award for breach of contract. Parties to contract must perform as specified in contract unless:

A. Parties agree to change in terms or

B. Actions of party who deviate from terms of contract are implicitly accepted (ratified by action or non-action of other party). The contractor shall not be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor.

B. BIDDER QUALIFICATIONS

Before any bid can be accepted, a bidder must be deemed qualified, in the judgment of school officials, to perform as required herein. A bid may be rejected if a bidder fails to meet any one of the following qualifications:

1. PRODUCT LINE

It must be clearly evident to school officials that a bidder is capable of delivering promptly all items on the bid list and acquiring, on short notice, any peripheral items which might be required.

2. CAPACITY

A bidder must clearly demonstrate to school officials that he has the capacity, physically and financially, to supply items to the school system in economical quantities as required. The vendor awarded the contract shall maintain all necessary insurance for the contract period.

3. RELIABILITY

A successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis, at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the school system.

The vendor must have a recall policy in place that will effectively respond to a food recall and notify the school district in a timely manner of any unsafe products. The vendor will remove any unsafe food products in an expedient, effective and efficient manner.

4. ACCOUNTING PRACTICES

A successful bidder must clearly demonstrate to school officials his capability to provide accurate, reliable and timely reports, in terms of monthly statements, utilization reports, invoices and credit memos. Invoices and credit memos must show correct bid prices and price extensions and should require a minimum of time to verify.

By signing this bid, the vendor understands that the Guilford County Schools, the U.S. Department of Agriculture, the N.C. Department of Public Instruction, the Comptroller General of the United States or any of their duty authorized representatives shall have access to 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.

The vendor must retain records for a minimum of three (3) years after final payments are received, and all other pending matters are closed. The records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by an audit.

5. FACILITIES AND EQUIPMENT

Distributors must have adequate warehouses for supplying contract products. Conditions for storing chilled and frozen products must be as recommended by the Refrigeration Research Foundation.

Delivery temperatures of frozen and chilled food shall be as recommended by the Food and Drug Administration (Federal) and HACCP. School Nutrition staff will be checking milk and truck temperatures at the time of delivery on a routine basis and may reject product if not at the correct temperature (41 degrees or below).

Vendor must have a HACCP (Hazard Analysis Critical Control Points) plan in place and maintain it for the duration of the bid. Vendor must have a security plan in place to prevent contamination of agricultural food supply by means of bio terrorism.

6. SANITATION REQUIREMENTS

Distributors' facilities and trucks may be routinely inspected by school officials. Facilities and operating practices must be continuously in compliance with the United States Food, Drug, and Cosmetic Act and State and local laws and regulations. All products must be packaged in sanitary, sealed cartons or containers. **Milk crates shall be in clean condition.**

- A. The facilities and trucks must at all times be:
 - 1. Clean
 - 2. Insect and rodent free
 - 3. Adequate for storing and delivering products.
- B. Health inspection reports should be made available, as requested, for any facility where Guilford County School Nutrition milk is produced and stored.

7. PERSONNEL REQUIREMENT

- A. It is the Guilford County Schools Board of Education policy that there shall be no smoking on any Guilford County Schools' property. Therefore, any contractor's employee may not smoke while performing their duties on Guilford County School property.
- B. The contractor shall conduct an all-state criminal records check for the last 10 years on all employees that will be conducting business on Guilford County Schools' property.
- C. Contractor's personnel are forbidden to consume alcohol, use illegal drugs or possess a firearm on school property. The contractor must also conduct drug/alcohol testing on all employees. In addition to drug/alcohol testing upon initial employment, contractor agrees to conduct drug/alcohol testing on a random or rotating basis.
- D. Contractor employees must at all times be in a company uniform or have a visible form of company ID on their person. They must present a professional appearance and conduct themselves in a respectable and courteous manner while performing their duties on school property.
- E. The employment of unauthorized aliens by the vendor is considered a violation of Section 247A (e) of the Immigration Reform and Control Act of 1986. If the vendor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the contract.

C. STANDARD PRODUCT CONDITIONS

1. All products shall conform to the minimum requirements of Federal and State regulations. These requirements shall include but not be limited to weights, measures, fill of containers, drained weights and contamination.
2. USDA Class I Fluid Milk Requirements 2024 final rule maintains existing fluid milk requirements, which allow all schools to offer fat-free and low-fat, flavored and unflavored milk to K-12 students, and to sell fat-free and low-fat, flavored and unflavored milk to students on campus as a la carte items (including Smart Snacks).
3. All products shall conform to the standard guarantee requirements with respect to safety, and the supplier by his signature agrees to hold the buyer harmless in the event of product failure.
4. The successful vendor will furnish nutritional information on each product as requested by School Nutrition Services.
5. "Product-Based Added Sugar Limits in School Meals The 2024 final rule also established product-based limits for added sugars in flavored milk offered in the NSLP and SBP. Beginning July 1, 2025, flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces. The product-based added sugar limit also applies to milk sold as an a la carte beverage, also known as Smart Snacks in School, beginning July 1, 2025. Flavored milk sold a la carte to elementary school students is limited to 10 grams of added sugars per 8 fluid ounces, while flavored milk sold a la carte to middle and high school students is limited to 15 grams of added sugars per 12 fluid ounces. The added sugars limits for flavored milk only apply to cow's milk; they do not apply to non-dairy fluid milk substitutes." USDA
6. All milk options offered must be pasteurized and meet State and local standards for such milk. The following milk options (flavored or unflavored) meet the meal pattern requirements for fluid milk and may be offered to all students at school lunch: • whole, reduced-fat (2%), low-fat (1%) and fat-free (skim) milk* • Unflavored fat-free and 1% (low-fat) milk • Flavored fat-free and 1% (low-fat) milk.

D. SCHOOL DELIVERY SITES

School Name	Address	City State Zip
Alamance Elementary	3600 Williams Dairy Rd	Greensboro, NC, 27406
Alderman	4211 Chateau Dr	Greensboro, NC, 27407
Allen Jay Elem	1311 E. Springfield Rd	High Point, NC 27263
Allen Jay Middle (Prep)-	1201 E. Fairfield Rd	High Point, NC, 27265
Allen Middle	1108 Glendale Dr	Greensboro, NC, 27406
Andrews High	1920 McGuinn Dr	High Point, NC, 27265
Bessemer Elementary	918 Huffine Mill Rd	Greensboro, NC, 27405
Bluford Elementary	1901 Tuscaloosa St	Greensboro, NC, 27401
Brightwood Elem	2001 Brightwood School Rd	Greensboro, NC, 27405
Brooks Global	1215 Westover Terrace	Greensboro, NC, 27408
Brown Summit Middle	4720 NC Hwy 150 E	Brown Summit, NC, 27214
Claxton Elementary	3720 Pinetop Rd	Greensboro, NC, 27401
Colfax Elementary	9112 W. Market St.	Colfax, NC, 27235
Cone Elementary	2501 N. Church St.	Greensboro, NC, 27405
Dudley High	1200 Lincoln St	Greensboro, NC, 27401
Eastern High	415 Peeden Dr`	Gibsonville, NC, 27249
Eastern Middle	435 Peeden Dr	Gibsonville, NC, 27249
Fairview Elementary	608 Fairview St	High Point, NC, 27260
Falkener Elementary	3831 Naco Rd	Greensboro, NC, 27401
Ferndale Middle	701 Ferndale Blvd	High Point, NC, 27262
Florence Elementary	7605 Florance School Rd.	High Point, NC, 27265
Foust Elementary	2610 Floyd St.	Greensboro, NC 27406
Frazier Elementary	4215 Galway Dr	Greensboro, NC, 27406
Gateway Ed Center	3205 E. Wendover Ave	Greensboro NC 27405
General Greene Elem	1501 Benjamin Pky	Greensboro, NC, 27401
Gibsonville Elementary	401 E. Joyner St.	Gibsonville, NC, 27249
Gillespie Park Elementary	1900 Martin Luther King Blvd	Greensboro, NC, 27406
Grimsley High	801 Westover Terrace	Greensboro, NC, 27408
Guilford Elementary	920 Stagecoach Trail	Greensboro, NC, 27410
Haynes Inman	200 Haynes Rd	Jamestown, NC, 27282
Hairston Middle	3911 Naco Rd	Greensboro, NC, 27401
High Point Central High	801 Ferndale Blvd	High Point, NC, 27262

Hunter Elementary	1305 Merritt Dr	Greensboro, NC, 27407
Irving Park	1310 Sunset Dr	Greensboro, NC, 27408
Jackson Middle	2200 Ontario St	Greensboro, NC, 27403
Jamestown Elementary	108 Potter Dr	Jamestown, NC, 27282
Jamestown Middle	301 Haynes Rd	Jamestown, NC, 27282
Jefferson Elementary	1400 New Garden Rd	Greensboro, NC, 27401
Jesse Wharton Elem	5813 Lake Brandt Rd	Greensboro, NC, 27455
Johnson St Global	1601 Johnson St	High Point, NC, 27262
Jones Elementary	502 South St	Greensboro, NC, 27406
Joyner Elementary	3300 Normandy Rd	Greensboro, NC, 27408
Kernodle Middle	3600 Drawbridge Pky	Greensboro, NC, 27410
Kirkman Park	1101 N. Centennial St	High Point, NC, 27262
Kiser Middle New	407 Campus Dr.	Greensboro, NC, 27408
Lincoln	1016 Lincoln St	Greensboro, NC, 27401
Lindley Elementary at Old Murphy	2306 Ontario St.	Greensboro, NC, 27403
Madison Elementary-Permanently Closing		
McLeansville Elementary	5315 Frieden Church Rd	McLeansville, NC, 27401
McNair Elementary	4603 Yanceyville Rd	Brown Summit, NC, 27214
Mendenhall Middle	205 Willoughby Blvd	Greensboro, NC, 27408
Millis Rd Elementary	4310 Millis Rd	Jamestown, NC, 27282
Monticello-Brown Summit Elem	5006 NC Hwy 150 E	Brown Summit, NC, 27214
Montlieu Elem	1105 Montlieu Ave	High Point, NC, 27262
Morehead Elementary	4630 Tower Rd	Greensboro, NC, 27410
Nathanael Greene Elementary	2717 NC Hwy 62 E	Liberty, NC, 27298
Northeast Middle	6720 McLeansville Rd	McLeansville, NC, 27301
Newcomers -Holding (Students going to Washington ES	411 Friendway Rd	Greensboro NC 27410
Northeast High	6700 McLeansville Rd	McLeansville, NC, 27301
Northern Elem	3801 NC Hwy 150	Greensboro, NC, 27455
Northern High	7101 Spencer Dixon Rd	Greensboro, NC, 27455
Northern Middle	616 Simpson-Calhoun Rd	Greensboro, NC, 27455
Northwest High	5240 Northwest School Rd	Greensboro, NC, 27409
Northwood Elementary	818 W. Lexington Ave	High Point, NC, 27262
Northwest Middle	5300 NW School Rd	Greensboro, NC, 27409
Oak Hill Elementary	320 Wrightenberry St	High Point, NC, 27262
Oak Ridge Elem	2050 Oak Ridge Rd	Oak Ridge NC, 27310

Oak View Elem	614 Oakview Rd	High Point NC 27265
Page High	201 Alma Pinnix Dr	Greensboro, NC, 27405
Parkview Elementary	325 Gordon St	High Point, NC, 27261
Pearce Elementary	2006 Pleasant Ridge Rd	Greensboro, NC, 27410
Peck Elementary	1601 W. Florida St	Greensboro, NC, 27403
Penn-Griffin	825 Washington St	High Point, NC, 27262
Pilot Elementary	4701 Chimney Springs Dr	Greensboro, NC, 27407
Pleasant Garden Elementary	4833 Pleasant Garden Rd	Pleasant Garden, NC, 27313
Ragsdale High	1000 Lucy Ragsdale Dr	Jamestown, NC, 27282
Rankin Elementary	1501 Spry St	Greensboro, NC, 27405
Reedy Fork Elementary	4571 Reedy Fork Parkway	Greensboro, NC, 27405
Scales Greensboro	1401 Summit Ave	Greensboro NC 27405
Sedalia Elementary	6120 Burlington Rd	Sedalia, NC, 27342
Sedgefield Elementary	2905 Groometown Rd	Greensboro, NC 27407
Shadybrook Elementary	503 Shadybrook Rd	High Point, NC, 27265
Simkins Elementary	3511 E. Lee St	Greensboro, NC, 27406
Smith Academy	2225 S. Holden Rd	Greensboro, NC, 27406
Smith High	2407 S. Holden Rd	Greensboro, NC, 27407
Southeast High	4530 Southeast School Rd	Greensboro, NC, 27407
Southeast Middle	4825 Woody Mill Rd	Greensboro, NC, 27406
Southern Elementary	5720 Drake Rd	Greensboro, NC, 27406
Southern High	5700 Drake Rd	Greensboro, NC, 27406
Southern Middle + AJES	5747 Drake Rd	Greensboro, NC, 27406
Southwest Elementary	4372 Southwest School Rd	High Point, NC, 27265
Southwest High	4364 Barrow Rd	High Point, NC, 27265
Southwest Middle	4368 Southwest School Rd.	High Point, NC, 27265
Sternberger Elementary at Old Kiser	716 Benjamin Pky	Greensboro, NC, 27408
Stokesdale Elementary	8025 US Hwy 158	Stokesdale, NC, 27357
Summerfield Elementary	7501 Summerfield Rd	Summerfield, NC, 27358
Sumner Elementary	1915 Harris Dr	Greensboro, NC, 27406
Swann Middle	811 Cypress St	Greensboro, NC, 27405
Sylvia Mendez	851 Ferndale Blvd.	High Point, NC 27262
Triangle Lake Elem + AJES	2401 Triangle Lake Rd	High Point, NC, 27262
Union Hill Elementary	3523 Triangle Lake Rd	High Point, NC, 27262
Vandalia Elementary -Scales students	407 E. Vandalia Rd	Greensboro, NC, 27406

Peeler Visual Perorming Arts	2200 Randall St	Greensboro, NC, 27401
Washington Elementary	1110 E. Washington St	Greensboro, NC, 27401
Welborn Academy	1710 McGuinn Dr	High Point, NC, 27265
Western Guilford Middle	401 College Rd	Greensboro, NC, 27410
Western High	409 Friendway Rd	Greensboro NC 27410
Erwin Montessori	600 W. Terrell St	Greensboro, NC, 27406

Closed for renovations all of 26-27

Permanently Closing June 10, 2026

Building present holding different students

**Guilford County School Nutrition Services
IFB # 6832
Fresh Milk Products 2026-2027**

Mail to the address below or hand deliver to:

**Letitia Hines
Purchasing Department
Guilford County Schools
714 Green Valley Rd.
Greensboro, NC 27408**

Bids must be received by: June 3, 2026 at 2:00pm (EDT)

Date Bid Issued: May 8, 2026

Bottom Line Bid for Milk Products:

SECTION	AMOUNT
Milk Products	\$
Addendum Received	Yes _____ No _____

I certify by my signature below that the prices quoted in this bid are correct and that I have authority to obligate the company to perform under the conditions outlined in the contract. By signing this document, I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I certify that I understand that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.

Name of Firm	
Mailing Address	
Email Address	
Signature	
Print/Type Name	
Title	
Telephone	
Date Bid Submitted	
Federal Tax ID Number	

Company Name: _____ Geographic Price Zone: _____

Authorized Representative Signature: _____ Date: _____

Item No.	Description	Unit	Approximate Number To Be Purchased 26-27	Unit Price (Each)	= Extended Price
M-1	Skim, Unflavored White	½ pint carton	5,000		
M-2	Skim Chocolate	½ pint carton	3,000,000		
M-3	Skim Strawberry	½ pint carton	900,000		
M-4	1%, Unflavored White	½ pint carton	300,000		
M-5	1% Chocolate	½ pint carton	2,000,000		
M-6	2 % Unflavored White	½ pint carton	400,000		
M-7	Whole Unflavored White	½ pint carton	180,000		
M-8	Skim, Lactose Free Unflavored White	½ pint carton	12,000		
M-9	Whole Milk, Unflavored White	5-gallon Bag	1,000		
M-10	1% Chocolate	5-gallon Bag	1,500		
M-11	Buttermilk, 1% or less	½ gallon	1,300		
M-12	1% Unflavored White	1-gallon	250		
M-13	Whole Unflavored White	1-gallon	600		
M-14	Sour Cream Reduced Fat	5-pound container	350		

Bottom Line Bid:

Total \$ _____

USDA Federal Milk Market Order By Area

2026 Class I Milk Price - Monthly and Year-to-Date

Federal Milk Marketing Order Area	Order Number	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2026 YTD ¹
<i>(US dollars per hundredweight)</i>														
Northeast	1	21.45	19.80											20.67
Appalachian	5	21.95	20.30											21.19
Florida	6	23.15	21.50											22.37
Southeast	7	22.15	20.50											21.38
Upper Midwest	30	19.55	17.90											18.78
Central	32	19.55	17.90											18.78
Mideast	33	20.15	18.50											19.37
California	51	19.15	17.50											18.37
Pacific Northwest	124	19.05	17.40											18.46
Southwest	126	20.05	18.40											19.27
Arizona	131	18.95	17.30											18.16
All Markets Combined ¹		20.56	18.92											19.79

¹ All markets combined and yearly average weighted by producer pounds.

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions. The Guilford County Schools (GCS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of the purchasers in the Division of Purchase and Contract those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the Division of Purchase and Contract. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** GCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** GCS reserves the right to require a list of users of the exact item offered. GCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
 - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
 - Any applicable taxes shall be invoiced as a separate item.

15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to GCS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by GCS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by GCS or the bidder, GCS reserves the right to accept any item or group of items on a multi-item bid. In addition, on TERM CONTRACTS, GCS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by GCS to be pertinent or peculiar to the purchase in question.

All contracts are awarded contingent upon the availability of funds.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, GCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the GCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become GCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$10,000, they must submit a written request to the GCS Purchasing Officer at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the Purchasing Department within (5) consecutive business days of the e-mail notification to the offeror of GCS' intent to maintain the original award. The offeror must submit a written protest letter to the GCS Purchasing Officer. This letter must contain specific reasons and any supporting documentation for the protest.

PART 1 -

20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.

22. **SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND**

- A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).

At a minimum, the contractor shall obtain a complete North Carolina statewide criminal background investigation for all employees and subcontractors who will work on this project, covering a period for the last seven (7) years. If the contractor or subcontractor is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of North Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with these criminal background checks is the responsibility of the contractor.

Each prime contractor will be responsible for all their employees and all of their subcontractors working under them.

On sites that are occupied with students and staff, a daily sign-in sheet will be presented by each prime contractor to the principal and SRO – Student Resource Officer by 9:00 a.m. each morning. If there is no SRO – provide to the Principal. This list will contain the name of each person on site and the company they work for.

Any individual with the following criminal convictions or pending charges will NOT be permitted on any school project or property.

1. Child Molestation or Abuse or indecent liberties with a child;
2. Rape;
3. Any Sexually Oriented Crime;
4. Drugs: Felony use, possession or distribution;
5. Murder, manslaughter or other death related charge; or
6. Assault with a deadly weapon or assault with intent to kill.

Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be banned (not allowed) from any school project or property.

Each person on site must wear a plastic laminated identification badge that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. All costs associated with these criminal background checks is the responsibility of the contractor. The ID badge template will be made available to the successful prime contractors at the Pre-Construction Meeting.

Guilford County Schools, may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. GCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. No goods or services should be shipped or provided prior to issuance of a Purchase Order to the vendor/contractor by Guilford County Schools.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** GCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for GCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save GCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

16. **INSURANCE COVERAGE:** - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
 - b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.**REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.
17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE**
This applies to all e-procurement purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by GCS. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by GCS under this contract.
20. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.
21. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
22. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
 - a. **Notification:** Must be given to GCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - b. **Decreases:** GCS shall receive full proportionate benefit immediately at any time during the contract period.
 - c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with GCS reserving the right to accept or reject the increase, or cancel the contract. Such action by GCS shall occur not later than 15 days after the receipt by GCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
 - d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
23. **Records Retention Requirements:**
 - a. 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.

- b. 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.
- c. 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 three (3) year period for as long as required for resolution of the issues raised by the audit.

24. **Assurances regarding Legal and Ethical Matters**

By signing this bid, the offeror assures that:

- a. 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,
- b. the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- c. 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 RFQ,
- d. if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFQ to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFQ,
- e. 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,
- f. 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,
- g. concerning paragraph (f) 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
- h. 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,
- i. 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,
- j. the offering entity will comply with all laws relating to intellectual property,
- k. 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,
- l. the offering entity will maintain, at the offering entity's expense, any
- m. 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,
- n. 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,
- o. 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,
- p. Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

25. **Assurance of Non-Collusion**

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

- a. Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the item's specifications or the General Terms and Conditions related to this RFQ,
- b. 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 RRP.
- c. The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information

- or submission related to this bid, any recommendations, decision, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid,
- d. 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.
 - e. No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

26. **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 a "domestic product" 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.

27. **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.

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 RFQ,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFQ 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.

28. 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.

29. 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.

30. 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 offeror/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 Guilford School

District the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the Guilford School District. All discounts, rebates, allowances, and incentives must be returned to the Guilford 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. Escalation/De-escalation clause accepted.

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.

31. 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 form the vendor, including the necessary information indicated above.

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

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Guilford County School Nutrition Services
IFB #6832
Fresh Milk 2026-2027

Make sure to include the following attachments with your bid:

1. Attachment A: Sample Labels, Nutritional and Product Ingredients Information for each Item
2. Attachment B: HACCP Summary
3. Attachment C: Distributor Recall Policy/Procedures
4. Attachment D: Evidence of required property, liability and worker's compensation insurance.
5. Attachment I: HUB Certification
6. Attachment II: Lunsford Act Compliance
7. Attachment III: Certification for Contracts, Grants, Loans, Lobbying and Cooperative Agreements
8. Attachment IV: Certificate Regarding Debarment

ATTACHMENT A

BRAND AND GRADE LABELS IDENTIFICATION –

Provide sample labels

Provide Nutritional and Product Ingredients Information for each Item

ATTACHMENT B

HACCP SUMMARY

Provide a current HACCP (Hazard Analysis Critical Control Point) summary describing company food safety practices.

ATTACHMENT C

DISTRIBUTOR'S FOOD RECALL POLICY/PROCEDURES

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

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


Company Name (Type)


Signature of Authorized Representative


Print Authorized Representative Name


Date

ATTACHMENT D

EVIDENCE OF INSURANCE

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

ATTACHMENT I

HUB CERTIFICATION

Historically Underutilized Business (HUB) Certification

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

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




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

Check all that apply:

- Minority
- Small Business
- Women Owned

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


Company Name (Type)


Signature of Authorized Representative

Print Authorized Representative Name

Date










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

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

CRIMINAL BACKGROUND CHECKS:

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

Signed:

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

ATTACHMENT III

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

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

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

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


Company Name (Type)

Signature of Authorized Representative


Print Authorized Representative Name


Date

ATTACHMENT IV

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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

[Redacted]

Company Name (Type)

[Redacted]

Date

Signature of Authorized Representative

Print Authorized Representative Name

Instructions for Certification

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