



GASTON COUNTY SCHOOLS  
SCHOOL NUTRITION DEPARTMENT  
500 Reid Street  
Lowell, NC 28098  
P: (704) 836-9110 F: (704) 824-8442

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# GASTON COUNTY SCHOOLS

## SCHOOL NUTRITION DEPARTMENT

### Request for Proposal for Farm Management Services GCS-2025-FarmManagementServices

January 27, 2025

**Deadline to Respond**  
**Monday February 10, 2025**  
**9:15 a.m. (Local Time)**

Should you need additional information, please email [krkeltz@gaston.k12.nc.us](mailto:krkeltz@gaston.k12.nc.us)

Gaston County School Nutrition and/or Gaston County Board of Education reserves the right to reject any or all proposals and to award the contract in best interest of the district.

**SCOPE AND PURPOSE:**

The purpose of this Request for Proposal (RFP) is to obtain qualified Management for the 1-acre site located on the Gaston County Schools, School Nutrition property at 500 Reid Street in Lowell, NC.

The site will eventually house a 30 x 90 ft. heated/cooled greenhouse for hydroponic growing system for lettuce.

Vendor should have the expertise and resources to manage the farm and the expected greenhouse.

To provide fresh produce and support sustainable farming practices.

This includes regular upkeep of the garden beds, managing irrigation, soil health, planning and crop rotation.

Harvesting of crops and providing schedules so that the menu and Central Kitchen can utilize the produce appropriately.

Maintain records of produce harvested with quantities.

This is a competitive sealed proposal and this purchase must comply with Federal regulations and State statutes.

The scope of services for the Farm Management Services and is attached as Exhibit 1.

**CONTRACT PERIOD:**

The contract shall be valid for one (1) year from March 1, 2025 through February 28, 2026. Each contract may be renewed for four (4) one (1) year periods through negotiation between the vendor and Gaston County School Nutrition. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**TYPE OF CONTRACT:**

Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal through February 28, 2026. In the event that the awardee and Gaston County School Nutrition agree to extend the award, the respective expiration date of each period, February 28, 2027, February 29, 2028 and February 28, 2029 will replace the February 28, 2030 date in the previous sentence.

**TERMINATION OF CONTRACT:**

Gaston County School Nutrition may terminate the contract, if terms of contract are not met; and the successful bidder may terminate the contract if Gaston County Schools' School Nutrition Department is in breach of contract.

Potential reasons to terminate may include, but are not limited to:

Failure to maintain the farm and farm yield as described.

Poor service or poor quality products as determined by the Director of School Nutrition.

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

Step 1: Issue warning letter outlining violations and time given to correct the problem.

Step 2: Issue letter of Intent to Cancel Contract, if problems are unresolved by a given date.

Step 3: Issue letter to cancel the contract.

In the event that the physical facilities of the vendor are destroyed or a labor dispute makes performance under the terms of this contract impossible, the contractor will not be held liable by Gaston County Schools.

**CONTRACT AWARD AND PROPOSAL EVALUATION/SELECTION:**

It is the intent of Gaston County Schools to award this contract to a single vendor considered by Gaston County School Nutrition to be most advantageous or to constitute its best interest. All proposal items are subject to evaluation by Gaston County School Nutrition and the approval by the Gaston County Board of Education.

Gaston County Schools will use the following criteria to evaluate the proposals:

Ability and Expertise to manage the farm .....	30
Proposed Quote .....	30
Designated staff hours for the management of the farm .....	25
Completeness of RFP Response.....	15
<b>Total Points</b> .....	<b>100</b>

Gaston County School Nutrition and/or Gaston County Board of Education reserves the right to reject any or all proposals.

**PROPOSAL REQUIREMENTS:**

Exhibit 4. Proposal Reply Section shall be executed completely and correctly for your proposal to be considered.

- A. Proposal Price Summary Sheet
- B. Description of Services and Qualifications
- C. Proposer References
- D. Certification For Contracts, Grants, Loans And Cooperative Agreements
- E. Historically Underutilized Business (Hub) Certification
- F. Certification Regarding Debarment, Suspension, And Other Responsibility Matters - Primary Covered Transactions
- G. NC Lunsford Act N.C. General Statute 14-208.18
- H. Bid Certification And Signature

**SUBMITTAL:**

Sealed proposals may be submitted by mail or in person by 9:15 a.m. (Local Time) Monday, February 10, 2025 to:

Gaston County School Nutrition  
"RFP GCS-2025-FARMMANAGEMENTSERVICES"  
500 Reid Street  
Lowell, NC 28098

Late proposals cannot be accepted.

All costs associated with preparation of this proposal shall be the sole responsibility of the proposer.

Interested parties may request a site visit before submitting a proposal by emailing Kelsey Keltz at [krkeltz@gaston.k12.nc.us](mailto:krkeltz@gaston.k12.nc.us).

**TIMETABLE:**

- 1. Release Date: January 27, 2025
- 2. Proposals Due: February 10, 2025 at 9:15 am
- 3. Public Proposal Opening: February 10, 2025 at 9:30 am
- 4. Pre-award Notification by Gaston County School Nutrition will occur within 30 days of bid opening
- 5. Contract Award by Gaston County Board of Education will occur within 60 days of bid opening

Interested parties are invited to attend the proposal opening on February 10, 2025 at 9:30 am at 500 Reid Street, Lowell, NC 28098. If you would like to participate in the meeting, please send a request to Kelsey Keltz at [krkeltz@gaston.k12.nc.us](mailto:krkeltz@gaston.k12.nc.us)

**ATTACHMENTS:**

Attachment A: GCS Standard Terms and Conditions  
Attachment B: School Nutrition Standard Terms and Conditions

**EXHIBITS:**

Exhibit 1. Scope of Services  
Exhibit 2: Proposal Reply Section

**---- END OF REQUEST FOR PROPOSAL ---  
ATTACHMENTS AND EXHIBITS TO FOLLOW**

## Attachment A

### GCS Standard Terms and Conditions

1. **Payment Terms.** Payment terms are Net 30 days after receipt of applicable invoice.
2. **Compliance with All Laws.** Service Provider warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
3. **Registered Sex Offenders.** Service Provider acknowledges that GCS Policy "Registered Sex offenders Banned from property – Policy Code 5021" prohibits anyone registered or required to register as a sex offender from being present on any GCS Property for any reason, whether before, during or after school hours. Service Provider expressly agrees that it, and any of its employees, will comply with this policy and acknowledges that any individuals that violate this policy are subject to removal from GCS Property by GCS and/or law enforcement officials and may also be subject to criminal prosecution. "GCS Property" includes all property owned or operated by the Gaston County Board of Education, including school campuses and buildings, athletic fields, playgrounds, parking lots, bus stops, vehicles, school buses, activity buses and any other properties owned or controlled by GCS. If Service Provider, any of Service Provider's employees, or any of Service Provider's subcontractors or employees of subcontractors will have any direct interaction with students, then Service Provider or the subcontractor must (i) on an annual basis conduct a check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all such employees; and (ii) prohibit individuals listed on such registries from being on GCS Property.
4. **E-verification.** Service Provider shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
5. **Indemnification.** Service Provider shall indemnify and hold harmless GCS, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Service Provider's failure to comply with any applicable law, ordinance, or regulation or (b) arising directly or indirectly out of Service Provider's performance or lack of performance of the terms and conditions of the Contract. In the event Service Provider, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of GCS in the performance of the Contract Documents, Service Provider agrees that it will indemnify and hold harmless GCS, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or caused by the negligence or willful misconduct of such entrant.
6. **Insurance.** The Service Provider certifies that it currently has and agrees to purchase and maintain during its performance under this contract the following insurance from one or more insurance companies acceptable to GCS and authorized to do business in the State of North Carolina and with an AM Best rating of A:X or better. GCS shall be named as an additional insured on the Automobile and Commercial General Liability policies.
  - **Worker's Compensation and Employer's Liability Insurance** – Worker's Compensation insurance with limits as required by statute with Employer's Liability limits of \$500,000 each accident, \$500,000 disease policy limit, \$500,000 disease each employee.
  - **Automobile Insurance** - The Service Provider shall purchase and maintain Automobile Liability insurance providing coverage against losses resulting in bodily injury or property damage caused by or arising out of ownership, maintenance or operations of any motor vehicle, owned or nonowned used in the performance of this contract. A minimum limit of \$1,000,000 per occurrence is required.
  - **Commercial General Liability** – The Service Provider shall purchase and maintain Commercial General Liability insurance providing coverage against losses resulting in bodily injury, personal injury and property damage caused by or arising out of the operations under this contract. Such insurance shall include coverage for premises operations, and products and completed operations. A minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate is required.
  - **Sexual Abuse, Molestation Coverage** – Limits of \$1,000,000 for each occurrence.
  - **Environmental Impairment Liability and Pollution Liability** – Limits of \$1,000,000 per occurrence.
  - **Umbrella Excess Liability** – Contractor shall carry umbrella excess liability including auto, general liability, employer's liability, and professional liability in the amount of \$1,000,000 over existing primary insurance and over self-insured hazards.

Certificates of such insurance shall be furnished by the Service Provider to GCS, naming GCS as additional insured as required above, and shall contain the provision that GCS be given 30 days written notice of any intent to amend, cancel or nonrenew by either the Service Provider or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

7. Termination for Convenience. In addition to all of the other rights which GCS may have to cancel this Order, GCS shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing thirty (30) days' notice in writing from GCS to Service Provider. If the Contract is terminated by GCS in accordance with this paragraph, Service Provider will be paid for Services actually provided up through the date of termination at the rates provided herein.
8. Termination for Default. Either party may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the other party. In addition to any other remedies available to GCS law or equity in connection with an uncured breach of the Contract by Service Provider, GCS may procure upon such terms as GCS shall deem appropriate, Services substantially similar to those so terminated, in which case Service Provider shall be liable to GCS for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
9. Contract Funding. It is understood and agreed between Service Provider and GCS that GCS's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of GCS for any payment may arise until funds are made available to GCS's Finance Officer and until Service Provider receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. GCS shall not be liable to Service Provider for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
10. Accounting Procedures. Service Provider shall comply with any accounting and fiscal management procedures prescribed by GCS to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
11. Improper Payments. Service Provider shall assume all risks attendant to any improper expenditure of funds under the Contract. Service Provider shall refund to GCS any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Service Provider shall make such refunds within 30 days after GCS notifies Service Provider in writing that a payment has been determined to be improper.
12. Contract Transfer. Service Provider shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of GCS.
13. Contract Personnel. Service Provider agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.
14. Key Personnel. Service Provider shall not substitute for key personnel (defined as those individuals identified by name or title in the Contract Documents or in written communication from Service Provider) assigned to the performance of the Contract without prior written approval from GCS Project Coordinator (the individual at GCS responsible for administering the Contract).
15. Contract Modifications. The Contract may be amended only by written amendment duly executed by both GCS and Service Provider. However, minor modifications may be made by GCS Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Service Provider's performance; (b) do not increase Service Provider's total compensation or method of payment; and (c) either improve the overall quality of the product or service to GCS without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Service Provider, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
16. Relationship of Parties. Service Provider is an independent contractor and not an employee of GCS. The conduct and control of the work will lie solely with Service Provider. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Service Provider and GCS. Employees of Service Provider shall remain subject to the exclusive control and supervision of Service Provider, which is solely responsible for their compensation.
17. Advertisement. The Contract will not be used in connection with any advertising by Service Provider without prior written approval by GCS.

18. Nondiscrimination. During the performance of the Contract, Service Provider shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
19. Conflict of Interest. Service Provider represents and warrants that no member of GCS or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Service Provider shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
20. Gratuities to GCS. The right of Service Provider to proceed may be terminated by written notice if GCS determines that Service Provider, its agent or another representative offered or gave a gratuity to an official or employee of GCS in violation of policies of GCS.
21. Kickbacks to Service Provider. Service Provider shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a GCS Contract or in connection with a subcontract relating to a GCS Contract. When Service Provider has grounds to believe that a violation of this clause may have occurred, Service Provider shall promptly report to GCS in writing the possible violation.
22. Monitoring and Evaluation. Service Provider shall cooperate with GCS, or with any other person or agency as directed by GCS, in monitoring, inspecting, auditing or investigating activities related to the Contract. Service Provider shall permit GCS to evaluate all activities conducted under the Contract. GCS has the right at its sole discretion to require that Service Provider remove any employee of Service Provider from GCS Property and from performing services under the Contract following provision of notice to Service Provider of the reasons for GCS's dissatisfaction with the services of Service Provider's employee.
23. Financial Responsibility. Service Provider is financially solvent and able to perform under the Contract. If requested by GCS, Service Provider agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by GCS's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Service Provider, the inability of Service Provider to meet its debts as they become due or in the event of the appointment, with or without Service Provider's consent, of an assignee for the benefit of creditors or of a receiver, then GCS shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
24. 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 Service Provider 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.
25. Inspection at Service Provider'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.
26. Confidential Information. Student Information: If, during the course of Service Provider's performance of the Contract, Service Provider should obtain any information pertaining to the students' official records, Service Provider agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. Employee Personnel Information: If, during the course of Service Provider's performance of the Contract, Service Provider should obtain any information pertaining to employees of GCS's personnel records, Service Provider agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity. Other Confidential Information: (a) Service Provider agrees that it will at all times hold in confidence for GCS all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by GCS to Service Provider in connection herewith; or procured, developed, produced, manufactured or fabricated by Service Provider in connection with Service Provider's performance hereunder (collectively, "Information"). Service Provider shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own

proprietary information, but in any event, no less than a reasonable degree of care. Service Provider shall not, without the prior written consent of GCS, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Service Provider hereunder. (b) Any technical knowledge or information of Service Provider which Service Provider shall have disclosed or may hereafter disclose to GCS in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by GCS, be deemed to be confidential or proprietary information.

27. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Service Provider for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Service Provider specifically waives any claim for interest.
28. Background Checks. At the request of GCS's Project Coordinator, Service Provider (if an individual) or any individual employees of Service Provider shall submit to GCS criminal background check and drug testing procedures.
29. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. Such mediation shall occur at a mutually agreed upon location in Gaston County, North Carolina.
30. No Third Party Benefits. The Contract shall not be considered by Service Provider to create any benefits on behalf of any third party. Service Provider shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
31. Force Majeure. If either party is unable to perform its obligations or in the case of GCS, to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by such party or in the case of GCS, acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of the affected party.
32. Ownership of Documents. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by GCS. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Service Provider pursuant to the Contract shall, at the request of GCS, be turned over to GCS. Any technical knowledge or information of Service Provider which Service Provider shall have disclosed or may hereafter disclose to GCS shall not, unless otherwise specifically agreed upon in writing by GCS, be deemed to be confidential or proprietary information.
33. Strict Compliance. GCS may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
34. General Provisions. GCS's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If GCS should prevail in any action instituted by Service Provider hereunder, GCS shall be entitled to recover costs and reasonable attorney's fees. Service Provider may not assign, pledge, or in any manner encumber Service Provider's rights under this Order, or delegate the performance of any of its obligations hereunder, without GCS's prior, express written consent.
35. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Gaston County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
36. Entire Contract. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.



## Attachment B

### School Nutrition Standard Terms and Conditions

- A. The vendor shall comply with applicable federal, state and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with contractors "performance of work" under this contract, the contractor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, religious creed, sex, national origin, or disability.
- B. The vendor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after the final payment. The district, its authorized agents, and/or state/federal representatives shall have full access to, and the right to, examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the issue is officially resolved.
- C. By signing this document, the vendor certifies that this contract 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. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards.
- D. Protest Procedures: When a vendor wants to protest a bid award pursuant to this solicitation, they must submit a written request to the Director of School Nutrition. This request must be received within 10 calendar days from the date of the contract award, and must contain specific reasons and any supporting documentation for the protest. If the protest officer, can render a decision based on the facts without a meeting, a written response with a decision will be rendered within 10 calendar days of receipt of protest. If not, the protest officer, will schedule a meeting with the protesting party to hear their complaint, to be held within 30 calendar days after receipt of complaint. The protest officer, will respond in writing with a decision within 30 calendar days of the meeting. All decisions of the protest officer, shall be final.

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

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

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

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

## **Exhibit 1. Scope of Services**

Gaston County School Nutrition wishes to secure a company to manage the 1 acre farm located on the School Nutrition property.

The purpose of the Farm is to supply organic produce to the School Nutrition department for use in the School Meal Program.

The Farm requires planning, planting, maintenance, weeding, soil correction, irrigation management, pest management and harvesting, etc.

Farm Management will serve as the consultant providing advice for the implementation of a heated/cooled greenhouse for year-round growing of cucumbers, tomatoes, and lettuce. A team member will manage the cultivation of crops in the greenhouse.

Farm Management will support Gaston County Schools in educating the media and public about the farm. Assist with media visits, interviews, and educational content that highlights the farm's role in providing fresh, sustainable produce and hands-on learning experiences for students.

Seasonal produce will be provided to Gaston County Schools with primary focus on cucumbers, lettuce, carrots, tomatoes, strawberries and blueberries.

Manage planting of donated seedlings when provided.

Coordinate produce delivery schedule to School Nutrition ahead of time.

Gaston County School Nutrition would like two (2) monthly price quotes

1. One (1) for farm management services **without** a greenhouse.
2. One (1) for farm management services **including** the management, harvesting, etc. of a heated/cooled greenhouse (approximately 30 x 90 ft.) that will contain a hydroponic system for growing lettuce

## **PRICING:**

The following are the responsibility of the vendor at no cost to Gaston County Schools:

1. All Labor involved in the planting maintenance, starting seedlings, soil management, irrigation management, harvesting etc. that is necessary to provide produce to the School Nutrition department.
2. Farm Management must obtain and maintain GAP certification needed for the site to ensure safe, quality produce throughout the agreement term.
3. Purchase of seeds and fertilizer necessary to support optimal and 4 season harvest.

## **INVOICE, STATEMENT, AND PAYMENT CONDITIONS:**

1. Vendor should provide an invoice at the end of each month to [krkeltz@gaston.k12.nc.us](mailto:krkeltz@gaston.k12.nc.us).
2. Invoice will show services and purchases for the month.

3. All invoices will be paid within thirty days of the invoice date.
4. It is the responsibility of the vendor to make sure that invoice pricing is consistent with bid pricing. 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.
5. Payment will be made only after satisfactory delivery and acceptance of good service, including the necessary documentation indicated above, and only after receipt of a correct invoice from the vendor.

**Exhibit 4: Proposal Reply Section**

- A. Proposal Price Summary Sheet
- B. Description of Services and Qualifications
- C. Proposer References
- D. Certification For Contracts, Grants, Loans And Cooperative Agreements
- E. Historically Underutilized Business (Hub) Certification
- F. Certification Regarding Debarment, Suspension, And Other Responsibility Matters - Primary Covered Transactions
- G. NC Lunsford Act N.C. General Statute 14-208.18
- H. Bid Certification And Signature

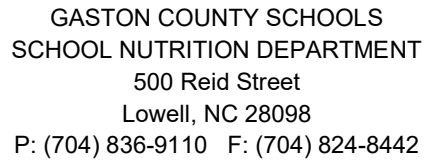


GASTON COUNTY SCHOOLS  
SCHOOL NUTRITION DEPARTMENT  
500 Reid Street  
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A. **PROPOSAL PRICE SUMMARY SHEET**

Proposer Name: \_\_\_\_\_

Item#	Service	Monthly Fee	Description of services to be provided and how often
1	Farm Management Services		
2	Farm Management Services including Greenhouse management		



Proposer Name: \_\_\_\_\_

Include descriptions of any enhancements or additional services or qualifications the proposer will provide that are not mentioned in this RFP. Attach additional sheets if necessary

[illegible]

### C. PROPOSER REFERENCES

Proposer Name: \_\_\_\_\_

Provide three (3) or more references of school systems, government agencies and/or private firms you are currently supplying with products. Attach additional sheets if necessary.

Business name:	
Business address:	
Contact person:	
Contact phone number and/or e-mail address:	
Number of years servicing account	
Services provided:	

Business name:	
Business address:	
Contact person:	
Contact phone number and/or e-mail address:	
Number of years servicing account	
Services provided:	

Business name:	
Business address:	
Contact person:	
Contact phone number and/or e-mail address:	
Number of years servicing account	
Services provided:	

## **D. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

### **Lobbying**

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of 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.

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Signature of Authorized Representative

Date

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Company Name (Please Print)



## E. 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 Request for Bid.

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

- ☐ Minority
- ☐ Small Business
- ☐ Woman Owned

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Signature of Authorized Representative

Date

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Company Name (Please Print)

- OR -

My company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

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Signature of Authorized Representative

Date

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Company Name (Please Print)





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**F. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS (see instructions on next page)**

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. 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;
  3. 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
  4. 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.
- B. 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.

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Signature of Authorized Representative

Date

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Company Name (Please Print)



### 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 a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



GASTON COUNTY SCHOOLS  
SCHOOL NUTRITION DEPARTMENT  
500 Reid Street  
Lowell, NC 28098  
P: (704) 836-9110 F: (704) 824-8442

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#### **G. NC LUNSFORD ACT N.C. General Statute 14-208.18**

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

**CRIMINAL BACKGROUND CHECKS.** The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on Gaston County Schools property or at Gaston County Schools events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. Gaston County Schools reserves the right to prohibit any individual employee of Vendor from providing services on Gaston County Schools property or at Gaston County Schools events if Gaston County Schools determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

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Signature of Authorized Representative

Date

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Company Name (Please Print)



GASTON COUNTY SCHOOLS  
SCHOOL NUTRITION DEPARTMENT  
500 Reid Street  
Lowell, NC 28098  
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## H. BID CERTIFICATION AND SIGNATURE

I certify by my signature below that the prices quoted on page "A. Proposal Price Summary Sheet" of this Request for Proposal (RFP) are correct and that I have the authority to obligate the company named to perform under requirements of this Bid Certification and all Terms and Conditions stated in the Request for Proposal For Farm Management Services GCS-2025-FARMMANAGEMENTSERVICES.

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Signature of Authorized Representative

Date

---

Printed Name and Title

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Company Name (Please Print)

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Company Address

---

Company Telephone Number

---

Company's Contact Person Name and Title

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Company's Contact Person Telephone Number

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Company's Contact Person e-mail Address