



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**

### **Chemicals for GCS Kitchens**

### **Request for Quote**

### **GCS-2022-KITCHENCHEMICALS**

**May 20, 2022**

**Deadline to Respond**

**Monday June 20, 2022**

**8:45 a.m. (Local Time)**

Please review the following information and instructions contained in this Request for Quote (RFQ).

Should you need additional information, please email Liliana Myers at [lwmyers@gaston.k12.nc.us](mailto:lwmyers@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:**

It is the intent of Gaston County Schools' School Nutrition Department to identify a vendor and execute a contract to deliver cleaning and ware washing chemicals, and to provide, install and maintain chemical dispensing equipment to 53 Gaston County Schools Cafeterias and the Central Kitchen Production Site. This purchase must comply with Federal regulations and State statutes.

**CONTRACT PERIOD:**

The contract shall be valid for one (1) year from August 1, 2022 through July 31, 2023. Each contract may be renewed for three (3) 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 July 31, 2023. In the event that the awardee and Gaston County School Nutrition agree to extend the award, the respective expiration date of each period, July 31, 2024, July 31, 2025 or July 31, 2026, will replace the July 31, 2023 date in the previous sentence.

**PRICING:**

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

1. All freight, delivery, and handling charges of chemical products.
2. Provide and install automated dispensing system for dish machines in 29 locations.
3. Provide and install automated dispensing system for enzyme products in 29 locations.
4. Provide inspection, maintenance and calibration of all chemical dispensers during each school visit.
5. In the event of a breakdown of vendor supplied dispensing system, vendor shall be accessible by local phone and/or email and be capable of corrective maintenance the same day without cost of parts and labor.
6. Provide the first set of labeled chemicals spray bottles.
7. At the beginning of the contract, provide 60 printed copies of technical data service forms, E.P.A. numbers where required, and OSHA 174 forms (SDS) for all products.
8. Provide instructional posters (pre-approved by GCS) for three-compartment sink area, dish room area and chemical storage area.
9. At the beginning of each school year, attend the Cafeteria Managers Back to School Workshop to provide training on proper use of chemicals and Safety Data Sheets, service updates and Q&A forum.

If during the term of the contract, a successful bidder's net prices to any or all of its other customers in similar market circumstances for any of the same items awarded under this RFQ are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to Gaston County School Nutrition.

Gaston County School Nutrition reserves the right to audit invoices from the awardee's suppliers periodically throughout the contract period.

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

This is not an E-Procurement purchase and consequently not subject to the 1.75% fee. In order that you may present competitive bids, please ensure that you have not marked up your bid to cover this fee.

**AWARD CRITERIA:**

It is the intent of Gaston County Schools to award this contract to a single bidder considered by Gaston County School Nutrition to be most advantageous or to constitute its best interest. Gaston County School Nutrition and/or Gaston County Board of Education reserves the right to reject any or all proposals.

**DELIVERY:**

1. The cafeteria manager or her/his designee will place orders directly with the vendor.
2. Deliveries to be on a monthly base or as needed directly to each individual school and the central kitchen.
3. During the academic year, 53 Gaston County Schools' cafeterias and the central kitchen production site will receive deliveries on weekdays that school is in session prior to 12:00 p.m. (local time).
4. During the summer months, delivery routes will be arranged with the vendor, once the school sites are established to run the Summer Food Service Program.
5. A delivery schedule for the school year 2022-23 must be emailed to Liliana Myers at [lwmyers@gaston.k12.nc.us](mailto:lwmyers@gaston.k12.nc.us) by August 1, 2022 and shall remain constant throughout the school year unless a written mutually-agreed-to change in this schedule is made. Contact information for both drivers and route supervisors should be included in case of emergencies or school cancellations.
6. In the event of some unforeseen problem, such as delays or vehicle breakdown, contact Eric Smith [emsmith@gaston.k12.nc.us](mailto:emsmith@gaston.k12.nc.us), (704) 718-8302.
7. Deliveries will be rescheduled when school is canceled due to weather or other reasons.
8. Repeated failure to meet delivery dates will constitute a breach of contract by the vendor.
9. Vendor shall deliver goods in good condition in properly maintained containers to all locations.
10. All goods delivered shall be in the current year standard commercial pack.
11. All goods must be marked with appropriate product identifying information.
12. During each school visit:
  - a. Provide a written or email service and/or condition report for the following:
    - i. Dish machine wash temperatures
    - ii. Dish machine rinse temperatures
    - iii. Dish machine final rinse pressure
    - iv. Inspect dish machine wash arms and rinse nozzles
    - v. Check condition of strainers and curtains
    - vi. Test and record PH of dish machine wash solution
    - vii. Inspect chemical probes and clean as necessary
    - viii. Inspect dispensing equipment and calibrated to insure proper operation and dilution ratios
    - ix. Check three compartment sink system for proper levels and record
    - x. Check all spray bottle sanitizers for proper levels and record
  - b. Take inventory and keep records of chemical usage.
  - c. Pick up and remove empty chemical containers.

- d. Provide a delivery ticket/invoice listing: (a) name and address of the vendor, (b) receiving delivery location, (c) product name, (d) quantity delivered, (e) unit price, (d) total price by item and (f) invoice total.
  - e. Delivery person shall request the authorized school receiver to verify the accuracy of each item(s) quantities, brand, code number and item condition upon delivery. Variations shall be noted on each invoice and initial by both the delivery person and the authorized school receiver. Full credit or replacement will be issued for any shortages.
  - f. The authorized school receiver must sign all delivery ticket(s)/invoice(s) at the time of delivery. Unsigned tickets will not be paid. Two (2) copies of the delivery ticket(s)/invoice(s) must be left with the receiver or an electronic copy emailed to the receiver.
13. If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner.
  14. Product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions.
  15. In the event the vendor uses multiple distribution centers, Gaston County School Nutrition will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this RFQ, and Gaston County School Nutrition WILL NOT be required to deal with multiple Contacts for overall contract management. Except for items that have hidden defects or that do not meet specification.

**SUBSTITUTIONS:**

Gaston County School Nutrition will not accept product substitutions on delivery after the bid has been awarded unless the substitutions have received prior approval from Gaston County School Nutrition. Unauthorized substitutions may be grounds for termination of the contract and may jeopardize any future business with Gaston County Schools.

**PRODUCT CHANGES:**

Each item that is awarded must be shipped as the approved brand and product submitted on the bid. Vendors reformulating awarded product codes shall notify Angela Calamia at [arcalamia@gaston.k12.nc.us](mailto:arcalamia@gaston.k12.nc.us) and copy Liliana Myers at [lwmyers@gaston.k12.nc.us](mailto:lwmyers@gaston.k12.nc.us) with the subject header, PRODUCT CHANGE, a minimum of two months before the existing-formula product is discontinued and attach technical data service forms, E.P.A. numbers where required, and OSHA 174 forms (SDS). New formula product(s) shall not be shipped without approval in writing. Substituting without the prior approval of Gaston County School Nutrition will constitute a breach of contract by the vendor.

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

1. A delivery ticket/invoice must be furnished with each delivery ticket.
2. The authorized school receiver must sign all delivery ticket(s)/invoice(s) at the time of delivery.
3. Statements shall be sent to Liz Mauney at [eamauney@gaston.k12.nc.us](mailto:eamauney@gaston.k12.nc.us) and Liliana Myers at [lwmyers@gaston.k12.nc.us](mailto:lwmyers@gaston.k12.nc.us). Statements must have itemized invoices showing delivery location, delivery date, invoice number, product delivered and quantity delivered for each product. It is the policy of Gaston County School Nutrition to make payment by reconciling delivery tickets/invoices with statements. 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. All credit memos should be emailed to Liz Mauney at [emauney@gaston.k12.nc.us](mailto:emauney@gaston.k12.nc.us) or mailed to 500 Reid Street, Lowell, NC 28098. Sending credit memos directly to schools will delay payment of invoices to which they relate.
6. 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.

**TERMINATION OF CONTRACT:**

Gaston County School Nutrition may terminate the contract, if terms of contract are not met; and the successful contractor 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 meet delivery schedule.

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

Excessive out of stock items.

Substituting products without prior approval by the Director of School Nutrition or designee.

Shipping products that do not meet specifications.

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 contractor 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.

## 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 contractor 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.

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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 Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a 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:

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

- B. The contractor 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 contractor 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.

**Exhibit 1: Gaston County Schools Delivery Addresses**

<b>School#</b>	<b>School Name</b>	<b>Address</b>	<b>City</b>
31000	Ashbrook High	2222 South New Hope Road	Gastonia, NC 28054
32000	Belmont Central Elementary	310 Eagle Road	Belmont, NC 28012
32400	Belmont Middle	1020 South Point Road	Belmont, NC 28012
33200	Bessemer City Central	1400 Puetts Chapel Road	Bessemer City, NC 28016
33600	Bessemer City High	119 Yellow Jacket Lane	Bessemer City, NC 28016
43600	Bessemer City Middle	525 Ed Wilson Road	Bessemer City, NC 28016
33800	Bessemer City Primary	1320 North 12th Street	Bessemer City, NC 28016
34000	Brookside Elementary	1925 Auten Road	Gastonia, NC 28054
34400	Carr Elementary	307 South Pine Street	Dallas, NC 28034
34800	Catawba Heights Elementary	101 Ivey Street	Belmont, NC 28012
35200	Chapel Grove Elementary	5201 Lewis Road	Gastonia, NC 28052
36400	Cherryville Elementary	700 East Academy Street	Cherryville , NC 28021
36000	Cherryville High	313 Ridge Avenue	Cherryville, NC 28021
37600	Costner Elementary	353 Old 277 Loop Road	Dallas, NC 28034
38000	Cramerton Middle	601 Cramer Mountain Road	Cramerton, NC 28032
39000	East Gaston High	1744 Lane Road	Mount Holly, NC 28120
39600	Forestview High	5545 Union Road	Gastonia, NC 28056
40000	Gardner Park Elementary	738 Armstrong Park Road	Gastonia, NC 28054
40800	Grier Middle	1622 East Garrison Boulevard	Gastonia, NC 28054
49200	H.H. Beam Elementary	200 Davis Park Road	Gastonia, NC 28052
42000	Hawks Nest STEAM Academy	3430 Robinwood Road	Gastonia, NC 28054
41800	Highland School of Technology	1600 North Morris Street	Gastonia, NC 28052
42600	Holbrook Middle	418 South Church Street	Lowell, NC 28098
42800	Hunter Huss High	1518 Edgefield Avenue	Gastonia, NC 28052
43100	John Chavis Middle	103 South Chavis Drive	Cherryville, NC 28021
43200	Kiser Elementary	311 East College Street	Stanley, NC 28164
43800	Lingerfeldt Elementary	1601 Madison Street	Gastonia, NC 28052
44000	Lowell Elementary	1500 Power Drive	Lowell, NC 28098
44800	McAdenville Elementary	275 East Wesleyan Drive	McAdenville, NC 28101
45600	Mount Holly Middle	124 South Hawthorne Street	Mount Holly, NC 28120
46400	New Hope Elementary	137 Stowe Road	Gastonia, NC 28056

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46800	North Belmont Elementary	210 School Street	Belmont, NC 28012
47000	North Gaston High	1133 Ratchford Road	Dallas, NC 28034
43000	Page Primary	215 Ewing Drive	Belmont, NC 28012
47800	Pinewood Elementary	1925 North Main Street	Mount Holly, NC 28120
48000	Pleasant Ridge Elementary	1260 Floyd Lane	Gastonia, NC 28052
48200	Rankin Elementary	301 West Central Avenue	Mount Holly, NC 28120
48800	Robinson Elementary	3122 Union Road	Gastonia, NC 28054
39200	Sadler Elementary	3950 West Franklin Boulevard	Gastonia, NC 28052
49000	Sherwood Elementary	1744 Dixon Road	Gastonia, NC 28054
49400	South Point High	906 South Point Road	Belmont, NC 28012
49800	Southwest Middle	No. 1 Roadrunner Drive	Gastonia, NC 28052
49900	Springfield Elementary	900 South Main Street	Stanley, NC 28164
50000	Stanley Middle	317 Hovis Road	Stanley, NC 28164
37800	Stuart W. Cramer High	101 Lakewood Road	Belmont, NC 28012
50400	Tryon Elementary	2620 Tryon Courthouse Road	Bessemer City, NC 28016
51000	W.A. Bess Elementary	4340 Beaty Road	Gastonia, NC 28056
33900	W.B. Beam Intermediate	401 East First Street	Cherryville, NC 28021
51400	W.C. Friday Middle	1221 Ratchford Drive	Dallas, NC 28034
37200	Warlick Academy	1316 Spencer Mountain Road	Gastonia, NC 28054
39400	Webb Street School	1623 North Webb Street	Gastonia, NC 28052
52000	Woodhill Elementary	1027 Woodhill Drive	Gastonia, NC 28052
52600	York Chester Middle	601 South Clay Street	Gastonia, NC 28052
81000	School Nutrition Central Kitchen	500 Reid Street	Lowell, NC 28098

## **Exhibit 2: Proposal Reply Section**

By submission of the proposal reply section, you are guaranteeing that all goods and services meet the requirements of this solicitation during the contract period.

This section shall be executed completely and correctly for your proposal to be considered,

Proposal submission can be by mail, email or in person on/or before 8:45 a.m. (Local Time) Monday June 20, 2022 to the address listed below.

Gaston County School Nutrition  
Attn: Liliana Myers  
500 Reid Street  
Lowell, NC 28098  
lwmyers@gaston.k12.nc.us

Late proposals shall not be accepted.

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 the best interest of the district.

## **CHECK LIST**

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



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

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## A. 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)



## B. 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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**C. 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.



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#### **D. 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)



## E. 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	



## F. PROPOSAL PRICE SUMMARY SHEET

1. Proposer may provide quotes for all or any of the items listed on the Proposal Price Summary Sheet. If a line item number is not applicable to your company or proposal, please make note in your submission package.
2. Complete information must be given for each line item number.
3. A product label, technical data service forms, E.P.A. numbers where required, and OSHA 174 forms (SDS) must be given for each line item number.
4. Prices quoted should be net of taxes, and shall include all freight, delivery, and handling charges.
5. The estimated usage listed for each item number on the Proposal Price Summary Sheet is a cumulative sum for the entire year. Gaston County School Nutrition reserves the right to order greater or lesser quantities during the term of any contract awarded pursuant to this RFQ. Award of items to proposer pertaining to this quote do not guarantee purchase of stated quantities.
6. Quantities ordered may vary per school site and per order, depending on student meal participation and school calendar.
7. Prices should include twenty nine (29) chemical dispensers for dish machine chemicals.
8. Prices should include twenty nine (29) automated dispensing system for drain maintainer.
9. Prices should include the first set of labeled chemicals spray bottles.



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

Item #	Products	Estimated Usage in 1 gal of working solution	Product Name, Code & Manufacturer	Unit Pack	Ounce of product required to make 1 gal of working solution	Unit Pack Price	Total Price
1	Detergent, Liquid, 5 Gal for Dish machine	353,280 (calculated at 0.25 dilution)					
2	Final Rinse, Liquid, 5 Gal for Dish machine	226,133 (calculated at 0.15 dilution)					
3	Drying Agent, Liquid, 5 Gal for Dish machine	2,662,400 (calculated at 0.025 dilution)					
4	Pot and Pan Detergent, Liquid, for three compartment sink	538,624 (calculated at 0.25 dilution)					
5	Food Service Sanitizer for three compartment sink and spray bottles	249,856 (calculated at 0.25 dilution)					
6	Freezer Cleaner	New 1 per school					
7	Oven and Grill Cleaner	2,112 RTU					



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8	Stainless Steel Cleaner	New 1 per school					
9	Delimer	16,384 RTU					
10	Powder Laundry Detergent	13 25 lb					
11	Drain Maintainer	101,120 RTU					
12	Glass Cleaner	New 1 per school					

#### OPTIONAL SUPPLIES ORDERED ON AN AS NEEDED BASIS

Item #	Product	Product Name, Code & Manufacturer	Unit Pack	Unit Price
1	Test Strips, Quat			
2	Test Strips, Chlorine			
3	Labeled Spray Bottles			
4	Powder-Oxygen Bleach Cleaner (Ajax)			



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## G. BID CERTIFICATION AND SIGNATURE

I certify by my signature below that the prices quoted on page "F. Proposal Price Summary Sheet" of this Request for Quote (RFQ) 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 GCS-2022-KITCHENCHEMICALS for Chemicals for Gaston County Schools' Kitchens.

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Signature of Authorized Representative

Date

---

Printed Name and Title

---

Company Name (Please Print)

---

Company Address

---

Company Telephone Number

---

Company's Contact Person Name and Title

---

Company's Contact Person Telephone Number

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Company's Contact Person e-mail Address



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#### H. PROPOSER FEDERAL IDENTIFICATION NUMBER

Please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. This page will be removed and shredded, or otherwise kept confidential, before the procurement file is made available for public inspection.

This page is to be filled out and returned with your quote.

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Federal ID Number or Social Security Number

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Company Name (Please Print)