



Child Nutrition Services  
810 Gillespie Street  
Fayetteville, North Carolina 28306  
Tel: (910) 678-2502  
Fax: (910) 678-2542

## REQUEST FOR BIDS

Bids will be received by the Cumberland County Schools' Child Nutrition Services, hereby referred to as the SFA, until **Tuesday, July 6, 2021 at 2:00 P.M.** at the Child Nutrition Services Office for the following:

### VARIOUS LARGE COMMERCIAL FOOD EQUIPMENT

**Including: Reach-In Freezers and Refrigerators, Ice Machines, Milk Coolers, Tilt Skillets, Ovens, Combi-Ovens, Steamers, Warmers, Sinks, Booster Heaters, Burner Ranges, and Fryers.**

The SFA plans to purchase various large commercial food equipment for use in school kitchens throughout Cumberland County. All bids submitted **MUST** meet or exceed the specifications as outlined in this REQUEST FOR BIDS.

Bids should be delivered in a sealed envelope with "Large Equipment Bid" printed on the outside to the following location no later than the date and time noted above:

Attn: Shayla Bannister, Director of Operations  
Child Nutrition Services  
CCS Operations Center  
810 Gillespie Street  
Fayetteville, NC 28306  
Phone: (910) 678-2502

All bids will remain sealed until publicly opened and read aloud in the Child Nutrition Services Office immediately following the submission deadline.

The SFA reserves the right to determine contractor on the basis of an individual item, group of items, or any way determined to be in the best interest of the SFA. With this solicitation, the SFA intends to award the bids by lots of products. The lots are identified on the bid price sheet.

## Proposal Submission

All submissions of written proposal **MUST** include:

- Proposal Certification Form
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification Regarding Lobbying
- HUB Statement
- Deviation/Compliance Form
- Product literature/specification sheet

Sealed proposals will be received until the deadline indicated. Each proposal must be submitted in a **SEALED** opaque envelope (or other non-transparent package or container).

Proposals may be submitted by U.S. Mail, common carrier, or other courier or delivery service, or by hand delivery. If forwarded by mail or courier or delivery service, the **sealed** proposal envelope, indicated above should be enclosed in another envelope addressed as specified below. The SFA will not be responsible for proposals or related correspondence that are not delivered by the deadline, delivered to the wrong address or misplaced. The date/time record of the SFA will indicate the official time of receipt.

Proposals received after the deadline will not be accepted for consideration, and will be returned to the offeror unopened. Proposals received in an unsealed condition will not be considered. **Faxed proposals or related communication will not be accepted.**

A representative of the offeror who is authorized to enter into contracts on behalf of the offering entity must sign the proposal. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.

Offerors must **return all properly signed original documents** in the required format as described in the proposal response. Offerors should retain photocopies for their files. Any change made to any written response on any of the proposal documents must be made by marking through the original entry and entering the new information alongside the change. Changes should not be made with correction fluid. All changes must be "initialed" by the person making the change, and the name of the person who initialed the change must be noted in a footnote on the same page containing the correction. **Failure to return any document or information requested as part of the proposal response will result in rejection of the entire proposal.**

Offerors or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this RFB before submitting proposals. Failure to do so will be at the offeror's own risk. The law makes no allowance for errors or omission or commission on the part of the offeror; furthermore, the offeror cannot secure relief on the plea of error or ignorance concerning any requirement included in the RFB.

Failure to do so will be at the offeror's own risk. The law makes no allowance for errors or omission or commission on the part of the offeror; furthermore, the offeror cannot secure relief on the plea of error or ignorance concerning any requirement included in the RFB.

Offerors are welcome to attend the proposal opening at the date and time indicated in the Proposal Certification, but offeror presence is not required, and no weight or other consideration toward any award decision will be given to any offeror's attendance or absence at the proposal opening. A summary report of the proposals received will be available to any interested party after the Contract is awarded upon WRITTEN request. The form and content of the proposal summary will be at the sole discretion of the SFA.

All proposals received in response to this RFB which are submitted in accordance with the instructions and restrictions contained in this Standard Terms and Conditions will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal request.

The SFA reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposals in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is understood that the SFA may use all means at their collective disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of the SFA, will be made by the Child Nutrition Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee.

**IMPORTANT DATES:**

RFB Issued:	June 15, 2021
Request for Clarification Deadline:	June 22, 2021, 2:00 P.M.
Bid Submission Deadline:	July 6, 2021, 2:00 P.M.
Bid Award/Purchase Order Issue:	August 10, 2021
Delivery/Installation Deadline:	October 26, 2021

**REQUEST FOR CLARIFICATION:**

The SFA will not be bound by or be responsible for any interpretations or conclusions drawn from this RFB. All questions or requests for clarification or additional information must be submitted in writing no later than 2:00 P.M. on Tuesday, June 22, 2021. These written questions or requests must be submitted to Todd Lambert (toddlambert@ccs.k12.nc.us or fax 910-678-2542). Signed faxed messages will be treated as written questions. Any questions the SFA feels are pertinent to all interested bidders will be posted on the CCS website, [www.cn.ccs.k12.nc.us](http://www.cn.ccs.k12.nc.us), as clarifications or addenda to the RFB. Any information given verbally by any CCS employee shall not be considered binding. In no event may a contractor rely on any oral statement or communication by the CCS or its' agents, advisors or consultants.

**CONFLICT OF INTEREST:** All bidders must disclose in writing with their bid the name of any employee of CCS who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches or subsidiaries. By submitting a BID, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFB or project.

## **EQUIPMENT REQUIREMENTS**

This Section lists the requirements related to this RFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the SFA to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Request for Clarification Section of this RFB.

## **PRODUCT IDENTIFICATION / MAKE AND MODEL**

Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, vendors are cautioned that any deviation from specifications are required to be pointed out in its bid. Also vendor shall include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational and conformational equivalence of the bid item to the specified item.

## **DELIVERY AND INSTALLATION**

- A. When school site delivery option is awarded the vendor shall deliver the new equipment Freight-On-Board (FOB) Destination, unpack, place inside the building, install in the designated location and ensure proper operating condition of the equipment. Vendor is responsible for removal from site and proper disposal of all packing materials. See Exhibit A for a list of delivery sites. No loading docks are available at the school sites. The vendor shall remove, haul away, and deliver pre-existing equipment to the Child Nutrition Services warehouse.
- B. Unless school site delivery option is award, the equipment should be delivered Freight-On-Board (FOB) Destination place inside the building to a central warehouse location at the following address:

CCS Child Nutrition Services, 810 Gillespie Street, Fayetteville, NC 28306 (a loading dock is available).

All freight and any related transportation charges must be prepaid and included in all bid prices.

All equipment awarded must be delivered **no later than October 26, 2021**. Any items not delivered by October 26, 2021 are subject to being cancelled at the SFA's discretion without penalty. All deliveries must be made Monday, Tuesday, Wednesday, or Friday; between the hours of 7:00 a.m.

and 3:00 p.m., with a minimum of 72 hour advanced noticed provided to Todd Lambert, Kitchen Maintenance Foreman at (910) 584-2401.

The purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

### **AUTHORIZED RESELLER**

The Vendor must be authorized by the manufacturer to resell the products and/or maintenance offered in this RFB.

### **PRODUCT RECALLS**

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this RFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

### **WARRANTY**

Vendor warrants that all equipment furnished under this RFB will be new, of good material and workmanship. The warranty will be for a minimum period of twelve (12) months from date equipment is put into operation. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the SFA. Any additional warranty offered by the manufacturer for governmental institutions, school systems, etc. shall apply to equipment purchased as a result of this RFB.

The report of a problem does not presuppose that every call must result in an “on-site” visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the SFA to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor is responsible for compliance with warranty terms by any third-party service provider.

### **DESCRIPTIVE LITERATURE/SPECIFICATION/CERTIFICATION**

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) bid and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information shall be a sufficient basis for rejection of the bid.

### **EQUIPMENT LIST:**

All equipment must be in new condition with full manufacturer's warranty. Used or refurbished equipment will not be accepted. It is the intent of the SFA to purchase the following equipment from the successful bidder(s) of this RFB:

Equipment list is itemized on the Proposal Certification Form included in this RFB.

**PRICING:**

Bid price shall be per unit of delivered product and shall constitute the total cost to SFA, including all applicable charges for shipping, delivery, handling, administrative, and other similar fees or expenses incurred by the vendor to comply with all requirements of this RFB.

Vendor is requested to provide a price for installation of certain equipment as identified on the proposal form. Installation prices shall be per unit and may or may not be awarded at the discretion of the SFA, dependent on cost and budget. Equipment bid may be awarded with or without installation included.

Vendor shall not invoice for any amounts not specifically allowed for in this RFB. Prices shall not include state sales tax or Federal Excise tax. All sales tax will be charged separately at 7% state and local.

Please note: failure to calculate bid price correctly may result in bid/bid items being awarded to another vendor. In the event of a discrepancy on the Bid Price Sheet between the unit/package price and extension, the unit/package price will be considered correct. Errors found in Vendor extensions will be corrected and Vendor(s) notified.

Equipment items must be bid by brand name and number. Specifications for all items bid as "equivalent" must be submitted with the bid for consideration. See the Product Identification / Make and Model section under Equipment Specifications for more information.

**ORDERS:**

The successful bidder(s) will be furnished with a certified purchase order for the item(s) on which they were awarded. No advanced payments will be made. Vendor must extend credit to the school system for the full amount of award.

**INVOICING:**

No invoices will be accepted prior to delivery of the equipment. One copy of the invoice must be mailed directly to the Child Nutrition Office and must include the purchase order number issued at the time of award and serial numbers of each piece of equipment invoiced.

REQUEST FOR BIDS  
VARIOUS LARGE COMMERCIAL FOOD EQUIPMENT  
FOR CUMBERLAND COUNTY SCHOOLS  
NONPROFIT CHILD NUTRITION PROGRAM  
STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties to provide various large commercial food equipment for the Cumberland County School's nonprofit Child Nutrition Program.

The section titles contained in this Standard Terms and Conditions document are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

Unless otherwise stated, any listing of factors or criteria in this document does not constitute an order of preference or importance.

The term "Contract," as used in this document, means the comprehensive collection of:

1. this Standard Terms and Conditions document, including any attachments and or amendments thereto,
2. the Item Specifications included in the RFB and any subsequent addenda thereto,
3. the offeror's signed Proposal Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFB,
4. the offeror's response to the RFB,
5. the offeror's Notice of Award document, and
6. any additional terms, conditions, or instructions issued by the SFA.

Collectively, these documents represent the entire agreement between the parties.

B. Contract Time Period

The time period for services covered by a Contract resulting from an award under this RFB is stated in the Proposal Certification. The SFA reserves the right to award the Contract to a vendor for a longer initial term period than the time period stated in the Proposal Certification if it is determined to be in the best interest of the SFA. Unless otherwise indicated in these Standard Terms and Conditions, all pricing will be firm throughout the entire contract period.

Upon mutual written agreement of both parties, this Contract may be extended beyond the expiration of the contract time period in accordance with the Standard Terms and Conditions document entitled "Extension Clause."

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

### C. Addenda

In the event that any changes to this RFB occur subsequent to the mailing or other delivery of the original RFB, the changes or corrections to this Proposal request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFB or any previous addendum. Each addendum will be distributed to all entities that are known to have received a copy of this RFB. The SFA is the sole authority for the issuance of any addendum related to this RFB. Any communications from any person or entity other than the SFA regarding any matters related to this proposal are invalid and will have no influence on this RFB.

Each addendum must be acknowledged on the acknowledgement form provided with the addendum. Any required acknowledgement form must be submitted along with the submission of any proposal response.

### D. Product Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

In most cases, proposals on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the SFA may find it advantageous to standardize equipment and/or supplies by manufacturer in order to achieve efficiencies in procurement, repair, and operation, to match existing stock, or to satisfy other requirements. In these cases, preferences will be given to the specific products identified as "approved brands" especially if all other evaluation factors are deemed to be equal. For this reason, where specific brands or models are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

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

#### *General Specification Provisions:*

#### 1. Quantities

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

#### 2. Packaging

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



### 3. Pricing

All "Line Item" bids must be for a specific price for the unit of measure specified for that item. The offeror is responsible for clearly noting any differences in proposed packaging and/or units of measure in the bid response, and the offeror shall understand that if the item in question is awarded to the offeror, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire bid.

"Discount from Catalog" RFBs requires a single discount percentage to be applied to all items in the offeror's published catalog, which must be supplied with the bid response.

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

Proposed prices must be firm for acceptance for at least 90 days from the bid opening date, unless otherwise specified in this RFB or in the offeror's response.

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

### 4. Delivery and Transportation

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 7:30 A.M. and 2 P.M. Monday through Friday, except holidays.

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

Repeated failure to meet delivery dates will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract", and "Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the SFA.

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

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

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access

to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this RFB, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this RFB, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

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

## 5. Quality

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

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

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

## 6. Product Inspection, Testing, and Defective Items

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

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

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

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

## 7. Samples

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

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

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

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

## 8. Warranties

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

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFB. This warranty shall provide for replacement of defective merchandise from the SFA location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

## 9. Buy American provision

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

## E. Bid Evaluation and Award

The SFA reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposals in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by the SFA. In evaluating the proposals received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase

price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) the warranties offered and the vendor's warranty service history; (7) the probability of continuous availability of the goods and/or services offered; (8) the impact on the ability of the SFA to comply with any applicable laws or rules; (9) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (10) packaging or the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (11) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the SFA may use all means at their collective disposal to evaluate the proposals received on these criteria, and the final decision as to the best overall offer, both as to price and to suitability of the products and/or services offered to fit the needs of the SFA, will be made by the Child Nutrition Director, the SFA Purchasing Officer, the SFA Finance Officer and/or SFA designee.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by the SFA.

#### F. Substitutions

The SFA will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of the SFA, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the SFA will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this General terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from the SFA.

#### G. Deviations from Items Specifications or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the offeror at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the bid response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the SFA.

#### H. Invoices, Packing Lists, and Payment Conditions

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

All Invoices must reflect (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the appropriate Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, etc., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the SFA.

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

Notwithstanding the above, the payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms. Each Invoice should include the vendor's normal payment terms in the event that any Purchase Order fails to address the subject.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above.

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

## I. Records Retention Requirements

By signing this bid, the offeror understands that the SFA, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct the SFA's single audit. The SFA will contract to have the single audit conducted as a regular, direct expense to the SFA; Child Nutrition funds may not be used for this purpose.

The offeror must retain pertinent records identified by source, type, and category of beverages for a minimum of three years after the SFA makes final payments. In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

## J. Remedies for Non-Performance of Contract, and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its Contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the SFA may terminate the vendor's contract for cause as provided by the remainder of this section.

Unless this Contract is extended by mutual agreement of the parties beyond the expiration of the contract time period as stated on the Bid Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Bid Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the SFA may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided within the General Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFB,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFB relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the SFA the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- (4) the vendor's violation of any other provision contained within these General Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, the SFA reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event the SFA elects to purchase other products from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the SFA terminates this Contract, in whole or in part, for any reason provided for within the contract, the SFA reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the SFA.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed a valid reason for not considering any future bid from the defaulting vendor.

In the performance of this contract, time is of the essence and these General Terms and Conditions are of the essence.

#### K. Force Majeure Consideration

The term Force Majeure shall include, but is not limited to, governmental restraints or decrees, provided they affect all companies in the vendor's industry equally and are not actions taken solely against the vendor; acts of God (except natural phenomena, such as rain, wind or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage.

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

Delay or failure of performance, by either party to this contract, caused solely by the Force Majeure event shall be excused for the period of delay caused solely by the Force Majeure event, provided the affected party has promptly notified the other party in writing. Neither party shall have any claim for damages against the other resulting from delays caused solely by Force Majeure.

The SFA will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the SFA has requested, in writing, that the vendor incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and the SFA has agreed in writing to incur such additional costs.

Notwithstanding any other provision of this section, in the event the vendor's performance of its obligations under this contract is delayed or stopped by a Force Majeure event, the SFA shall have the option to terminate this contract in accordance with the General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination." Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the SFA's rights as provided elsewhere in this contract.

#### L. Venue



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

M. Waiver

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

#### N. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

#### O. Extension Clause

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national Consumer Price Index increase.

#### P. Regulatory Compliance

1. The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 - 163).
3. The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
5. The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
6. The offeror shall comply with the provisions of the Consumer Product Safety Act.
7. The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
8. The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

#### Q. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page 1 of this document. Protests must be received in this office within 10 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

#### R. Advertising

The vendor agrees not to use the results of this proposal nor resulting business resulting from the award of this bid as a part of any commercial advertising, either oral or written, without the prior written approval of the Executive Director of Child Nutrition Services, Cumberland County Schools.

#### S. Criminal Background Checks

**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 Cumberland County Schools' property or at Cumberland 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. Cumberland County Schools reserves the right to prohibit any individual employee of Vendor from providing services on Cumberland County Schools property or at Cumberland County Schools events if Cumberland 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.

**CUMBERLAND COUNTY SCHOOLS  
NONPROFIT CHILD NUTRITION PROGRAM**

**Proposal Certification**

Proposal Name: **Various Large Commercial Food Equipment**

Proposal Opening Date and Time:  
*July 6, 2021, 2:00 p.m.*

Location of Proposal Opening:  
*810 Gillespie St.  
Fayetteville, NC 28306*

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**Assurances regarding Legal and Ethical Matters**

By signing this bid, the offeror assures that:

- (1) he/she has read and understands all the terms and conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, terms and conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) and/or services awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its

affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution

- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
- (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
- (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

### **Non-collusion Statement**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

### **PROPOSED PRICE(S):**

**LOT 1 REACH INS**

QTY	DESCRIPTION	UNIT PRICE	INSTALL PRICE	EXTENDED PRICE
10	TRUE MODEL STG3F-3S REACH IN FREEZER, 3 Doors, Stainless Steel, with Casters, 120V or functional equivalent.  MFR. _____ MODEL: _____			
1	TRUE MODEL STG2F-2S REACH IN FREEZER, 2 Doors, Stainless Steel, with Casters, 120V or functional equivalent.  MFR. _____ MODEL: _____			
10	TRUE MODEL STG3R-3S REACH IN REFRIGERATOR, 3 Doors, Stainless Steel, with Casters, 120V or functional equivalent.  MFR. _____ MODEL: _____			
7	TRUE MODEL STG2R-2S REACH IN REFRIGERATOR, 2 Door, Stainless Steel, with Casters, 120V or functional equivalent.  MFR. _____ MODEL: _____			
4	TRUE MODEL STG1R-1S REACH IN REFRIGERATOR, 1 Door, Stainless Steel, with Casters, 120V or functional equivalent.  MFR. _____ MODEL: _____			
<b>LOT 1 TOTAL:</b>				

<b>LOT 2 MILK COOLERS</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>INSTALL PRICE</b>	<b>EXTENDED PRICE</b>
8	CONTINENTAL, MILK COOLER, MODEL MC4-SS-S, 12 crate, 13x13x11 Crate, Single Access Door, Forced Air, 120V or functional equivalent.  MFR. _____ MODEL: _____			
1	LTI, MILK COOLER, MODEL CPM 1310 120V or functional equivalent.  MFR. _____ MODEL: _____			
10	LTI, MILK COOLER, MODEL CPM 1306 120V or functional equivalent.  MFR. _____ MODEL: _____			
<b>LOT 2 TOTAL:</b>				

<b>LOT 3 WARMERS</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>INSTALL PRICE</b>	<b>EXTENDED PRICE</b>
6	METRO, 120 VOLT, C539-CDC-U-GY or functional equivalent.  MFR. _____ MODEL: _____			
<b>LOT 3 TOTAL:</b>				

<b>LOT 4 OVENS</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>INSTALL PRICE</b>	<b>EXTENDED PRICE</b>
11  (22 singles, double stacked)	BLODGETT, MODEL DFG-100, DOUBLE STACK OVEN, STAINLESS STEEL, GLASS DOORS, 6" LEGS, 120V AC, NATURAL GAS or functional equivalent.  MFR. _____ MODEL: _____			
3  (6 singles, double stacked)	BLODGETT, MODEL DFG-100, DOUBLE STACK OVEN, STAINLESS STEEL, GLASS DOORS, 6" LEGS, 120V AC, LP GAS or functional equivalent.  MFR. _____ MODEL: _____			
<b>LOT 4 TOTAL:</b>				



<b>LOT 5 TILT SKILLET/BRAISING PAN</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>INSTALL PRICE</b>	<b>EXTENDED PRICE</b>
5	GROEN, MODEL BPM-40GC, MANUAL TILT SKILLET, STAINLESS STEEL, WATER FAUCET BRACKET, 120V, NATURAL GAS or functional equivalent.  MFR. _____ MODEL: _____			
1	GROEN, MODEL BPM-40EA, MANUAL TILT SKILLET, STAINLESS STEEL, WATER FAUCET BRACKET, 208/240, 3-PHASE, ELECTRIC or functional equivalent.  MFR. _____ MODEL: _____			
<b>LOT 5 TOTAL:</b>				

<b>LOT 6 BURNER RANGE</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>INSTALL PRICE</b>	<b>EXTENDED PRICE</b>
3	GARLAND, 2-BURNER RANGE, MODEL MST4S NATURAL GAS, MANUAL PILOT, THERMOCOUPLE or functional equivalent.  MFR. _____ MODEL: _____			
<b>LOT 6 TOTAL:</b>				

<b>LOT 7 COMBI OVENS</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>INSTALL PRICE</b>	<b>EXTENDED PRICE</b>
4	BLODGETT, COMBI-OVEN, MODEL BLCT-62G, NATURAL GAS, 120V or functional equivalent.  MFR. _____ MODEL: _____			
<b>LOT 7 TOTAL:</b>				

<b>LOT 8 ICE MACHINES</b>			
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
12	SCOTSMAN, MODEL CO530SA, ICE MACHINE HEAD or functional equivalent.  MFR. _____ MODEL: _____		
12	SCOTSMAN, MODEL B530P, ICE BIN or functional equivalent.  MFR. _____ MODEL: _____		
<b>LOT 8 TOTAL:</b>			

<b>LOT 9 STEAMERS</b>			
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
4	GROEN, STEAMER, MODEL 2-SSB-5GF, DOUBLE STACK, W/STAND, WATER TREATMENT FILTER, 120V AC, NATURAL GAS or functional equivalent.  MFR. _____ MODEL: _____		
1	GROEN, STEAMER, MODEL 2-SSB-5GF, DOUBLE STACK, W/STAND, WATER TREATMENT FILTER, 120V AC, LP GAS or functional equivalent.  MFR. _____ MODEL: _____		
1	GROEN, MODEL 2 SSB-5EF, 208V/3-PHASE, ELECTRIC  MFR. _____ MODEL: _____		
<b>LOT 9 TOTAL:</b>			

<b>LOT 10 SINKS</b>			
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	ADVANCE TABCO, 3 COMPARTMENT SINK, MODEL ADVAFC-3-2424-24RL-X or functional equivalent.  MFR. _____ MODEL: _____		
<b>LOT 10 TOTAL:</b>			

<b>LOT 11 BOOSTER HEATERS</b>			
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	HATCO, BOOSTER WATER HEATER, MODEL C-36, 208V, 3 PHASE, 36KW or functional equivalent.  MFR. _____ MODEL: _____		
<b>LOT 11 TOTAL:</b>			

<b>LOT 12 FRYERS</b>			
<b>QTY</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
2	PITCO, FRYER, MODEL 65CT-S NATURAL GAS, THERMOPILE  MFR. _____ MODEL: _____		
<b>LOT 12 TOTAL:</b>			

NOTE: Installation prices shall be per unit and may or may not be awarded at the discretion of the SFA, dependent on cost and budget. Equipment may be awarded without installation.

All sales tax will be charged separately at 7% state and local.

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Signing the Proposal Certification affirms that the original Request for Bids has not been altered in any way and that the bidder agrees to meet all stated requirements, specifications, terms and conditions stated in this RFB.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Position or Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-Mail address

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

## EQUIPMENT LIST: LOT 1 (Deliver to site, unpackage/remove trash, set in place, haul off old to CNS)

School Name	Address	Model #	
Ashley Elementary	810 Trainer Drive Fayetteville, NC 28304	STG3F-3S	1
Baldwin Elementary	4441 Legion Road Hope Mills, NC 28348	STG3F-3S	1
Cumberland Mills Elementary	2576 Hope Mills Road Fayetteville, NC 28306	STG3F-3S	1
E.E. Miller Elementary	1361 Rim Road Fayetteville, NC 28314	STG3F-3S	1
E.E. Smith High	1800 Seabrook Road Fayetteville, NC 28301	STG3F-3S	1
Eastover Central Elementary	5174 Dunn Rd Fayetteville, NC 28312	STG3F-3S	1
Long Hill Elementary	6490 Ramsey Street Fayetteville, NC 28311	STG3F-3S	1
Grays Creek High	5301 Celebration Drive Hope Mills, NC 28348	STG3F-3S	1
Mac Williams Middle	4464 Clinton Road Fayetteville, NC 28312	STG3F-3S	1
Anne Chestnut Middle	2121 Skibo Road Fayetteville, NC 28314	STG3F-3S	1
Cliffdale Elementary	6450 Cliffdale Road Fayetteville, NC 28314	STG3R-3S	1
Warrenwood Elementary	4618 Rosehill Road Fayetteville, NC 28311	STG3R-3S	1
Reid Ross Classical	3200 Ramsey St. Fayetteville, NC 28301	STG3R-3S	1
E.E. Miller Elementary	1361 Rim Road Fayetteville, NC 28314	STG3R-3S	1
Brentwood Elementary	1115 Bingham Drive Fayetteville, NC 28304	STG3R-3S	1
College Lakes Elementary	4963 Rosehill Road Fayetteville, NC 28311	STG3R-3S	1
Sunnyside Elementary	3876 Sunnyside School Road Fayetteville NC 28312	STG3R-3S	1
Anne Chestnut Middle	2121 Skibo Road Fayetteville, NC 28314	STG3R-3S	1
Ferguson Easley Elementary	1857 Seabrook Road Fayetteville, NC 28301	STG3R-3S	1
Long Hill Elementary	6490 Ramsey Street Fayetteville, NC 28311	STG3R-3S	1
Douglas Byrd Middle	1616 Ireland Drive Fayetteville, NC 28304	STG2R-2S	2
Westover Middle	275 Bonanza Drive Fayetteville, NC 28303	STG2R-2S	2
Cumberland Mills Elementary	2576 Hope Mills Road Fayetteville, NC 28306	STG2R-2S	1
Southview Middle	4100 Elk Road Hope Mills, NC 28348	STG2R-2S	1
Honeycutt Elementary	4665 Lakewood Drive Fayetteville, NC 28306	STG2R-2S	1
College Lakes Elementary	4963 Rosehill Road Fayetteville, NC 28311	STG1R-1S	1
Ponderosa Elementary	311 Bonanza Drive Fayetteville, NC 28303	STG1R-1S	1
Southview High	4184 Elk Road Hope Mills, NC 28348	STG1R-1S	1
Stedman Elementary	7370 Clinton Road Stedman, NC 28391	STG1R-1S	1
Alderman Road	2860 Alderman Road Fayetteville, NC 28306	STG2F-2S	1

EQUIPMENT LIST: LOT 2 (Deliver to site, unpackage/remove trash, set in place, haul off old to CNS)

School Name	Address	Model #	Quantity
Cape Fear	4762 Clinton Road Fayetteville, NC 28312	MC4-SS-S	2
Westarea	941 Country Club Drive Fayetteville, NC 28301	MC4-SS-S	2
Westover High	277 Bonanza Drive Fayetteville, NC 28303	MC4-SS-S	2
Lake Rim	1455 Hoke Loop Road Fayetteville, NC 28314	MC4-SS-S	2
Nick Jeralds	2517 Ramsey Street Fayetteville, NC 28301	CPM 1310	1
Ramsey St. High	117 Quincy Street Fayetteville, NC 28301	CPM 1306	1
E.E. Smith	1800 Seabrook Road Fayetteville, NC 28301	CPM 1306	3
Cape Fear	4762 Clinton Road Fayetteville, NC 28312	CPM 1306	2
71st High	6764 Raeford Road Fayetteville, NC 28304	CPM 1306	2
Westover High	277 Bonanza Drive Fayetteville, NC 28303	CPM 1306	2

19.00



**EQUIPMENT LIST: Lot 3** (Deliver to site, unpackage/remove trash, set in place, haul off old to CNS)

<b>School Name</b>	<b>Address</b>	<b>Model #</b>	<b>Quantity</b>
Douglas Byrd Middle	1616 Ireland Drive Fayetteville, NC 28304	C539-CDC-U-GY	2
Ireland Drive Middle	1606 Ireland Drive Fayetteville, NC 28304	C539-CDC-U-GY	1
Montclair Elementary	555 Glensford Drive Fayetteville, NC 28314	C539-CDC-U-GY	1
Warrenwood Elementary	4618 Rosehill Road Fayetteville, NC 28311	C539-CDC-U-GY	2
			6

**EQUIPMENT LIST: Lot 4 (Deliver to site, unpackage/remove trash, set in place, haul off old to CNS)**

School Name	Address	Model #	Quant
71st Classical Middle	6830 Raeford Road Fayetteville, NC 28304	DFG-100, NG	1
Alderman Road	2860 Alderman Road Fayetteville, NC 28306	DFG-100, LP	1
Cliffdale Elementary	6450 Cliffdale Road Fayetteville, NC 28314	DFG-100, NG	1
Douglas Byrd High	1624 Ireland Drive Fayetteville, NC 28304	DFG-100, NG	1
Douglas Byrd Middle	1616 Ireland Drive Fayetteville, NC 28304	DFG-100, NG	1
Eastover Central Elementary	5174 Dunn Rd Fayetteville, NC 28312	DFG-100, LP	1
Elizabeth Cashwell Elementary	2970 Legion Road Fayetteville, NC 28306	DFG-100, NG	1
Ferguson Easley Elementary	1857 Seabrook Road Fayetteville, NC 28301	DFG-100, NG	1
Hope Mills Middle	4975 Cameron Road Hope Mills, NC 28348	DFG-100, LP	1
Ireland Drive Middle	1606 Ireland Drive Fayetteville, NC 28304	DFG-100, NG	1
Long Hill Elementary	6490 Ramsey Street Fayetteville, NC 28311	DFG-100, NG	1
Lucile Souders Elemetary	128 Hillview Avenue Fayetteville, NC 28301	DFG-100, NG	1
Ponderosa Elementary	311 Bonanza Drive Fayetteville, NC 28303	DFG-100, NG	1
Westover High	277 Bonanza Drive Fayetteville, NC 28303	DFG-100, NG	1

**EQUIPMENT LIST: LOT 5 (Deliver to site, unpackage/remove trash, set in place, haul off old to CNS)**

<b>School Name</b>	<b>Address</b>	<b>Model #</b>	<b>Quantity</b>
Loyd Auman	6882 Raeford Road Fayetteville, NC 28304	BPM-40-GC	1
Jack Britt	7403 Rockfish Road Fayetteville, NC 28306	BPM-40-GC	1
Lewis Chapel	2150 Skibo Road Fayetteville, NC 28314	BPM-40-GC	1
Mary McArthur	3809 Village Drive Fayetteville, NC 28304	BPM-40-GC	1
E.E. Miller	1361 Rim Road Fayetteville, NC 28314	BPM-40-GC	1
Ann Chestnutt	2121 Skibo Road Fayetteville, NC 28314	BPM-40- EA	1

6.00

**EQUIPMENT LIST: Lot 6 (Deliver to site, unpackage/remove trash, set in place, haul off old to CNS)**

<b>School Name</b>	<b>Address</b>	<b>Model #</b>	<b>Quantity</b>
Ashley Elementary	810 Trainer Drive Fayetteville, NC 28304	MST4S	1
Pine Forest Middle	6901 Ramsey Street Fayetteville, NC 28311	MST4S	1
Howard Hall	526 Andrews Road Fayetteville, NC 28311	MST4S	1

**EQUIPMENT LIST: LOT 7 (Deliver to site, unpackage/remove trash, set in place, haul off old to CNS)**

School Name	Address	Model #	
Gallberry Farm Elementary	8019 Byerly Drive Hope Mills, NC 28348	Blogett BLCT-62G	1
Gray's Creek Middle	5151 Celebration Drive Hope Mills, NC 28348	Blogett BLCT-62G	1
Bill Hefner Elementary	7059 Calamar Drive Fayetteville, NC 28314	Blogett BLCT-62G	1
Westover High	277 Bonanza Drive Fayetteville, NC 28303	Blogett BLCT-62G	1
			4
			4.00



**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters – Primary Covered Transactions**

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

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Company Name (Please Print)

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Signature of Authorized Representative

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Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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 which this proposal 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,” “proposal,” 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 proposal 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 Nonprocurement 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.

**CERTIFICATION REGARDING LOBBYING**

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts  
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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FNS Grant/Cooperative Agreement

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

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/  
Date



## HUB Statement

The Cumberland County Schools Child Nutrition Services Department is committed to the State of North Carolina's Historically Underutilized Business (HUB) Program. Through the Office for Historically Underutilized Businesses, the Department strives to reduce barriers to HUB/MWBE participation in contracts for goods and services acquired. The Office for Historically Underutilized Businesses certifies firms under N.C. General Statutes 143-48, 143.128.2, and 143.128.4.

It is the policy of Child Nutrition Services to ensure non-discrimination on the basis of race, color, national origin, or gender, and support total inclusion in the award of any contract. It is the intent of Child Nutrition Services to create an equitable environment in which businesses can compete fairly for contracts financed with state funds. Child Nutrition Services shall take all reasonable and necessary steps to ensure non-discrimination in the administration of functions administered through the HUB Program.

Bidding companies 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 Bid Invitation.

\_\_\_ I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB). (Indicate below the type.)

Minority       Small Business       Woman Owned

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

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Company Name (Please Print)

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Signature of Authorized Representative

The United States Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited basis will apply to all programs and/or employment activities).

If you wish to file a Civil Rights complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Cumberland County Schools  
Child Nutrition Services  
Deviations/Compliance Form

If the undersigned offeror intends to deviate from the Standard Terms and Conditions or Items Specifications listed in this request for bid, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The SFA will consider any deviations in its proposal award decisions, and the SFA reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the offeror assures the SFA of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Request for Proposal.

No Deviations

Deviations as listed

List any deviations your company is submitting below:


\_\_\_\_\_  
Company Name (Please Print)

\_\_\_\_\_  
Signature of Authorized Representative