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CALDWELL COUNTY SCHOOLS

Dr. Thomas Howell, Superintendent

Jessica Price, Child Nutrition Director

“Invitation for Bids” Integrated Pest Management Program Bid #2026-1

MEMORANDUM

To: Whom it may concern:

From: Jessica Price
Child Nutrition Director

Date: June 18, 2026

Subject: Invitation for Bids IPM Program Bid #2026-1

Caldwell County Schools is accepting price quotations for an Integrated Pest Management Program for all school facilities. This bid proposal is intended as a contractual agreement to begin **on August 1, 2026**, and end on June 30, 2027, with an extension clause of up to four (4) years, with dates of July 1st to June 30th, provided that the contract may be canceled by either party, thirty (30) days after written notice is issued. The quotation must include the original signature of the person providing the quote, name of the company, date, and the monthly and annual charges listed separately for the cafeterias and other school facilities. The price quote must meet all the requirements on the enclosed “Terms and Conditions”. Please contact Jessica Price at 828-728-8407, ext. 140160, with questions or concerns. Your bid may be submitted in a sealed envelope with “**SEALED BID – IPM Program Bid #2026-1**” written/typed on the envelope and mailed or delivered to Caldwell County Schools, 1914 Hickory Blvd SW Lenoir, N.C. 28645 to the attention of Jessica Price. The bid must be received by **July 6, 2026, by 2:00 p.m.** in order to be considered. **Emailed bids to cflinn@caldwellschools.com will be accepted but you are responsible to ensure they are received on time if using this method- the subject line must be “SEALED BID- IMP Program Bid #2026-1”.** Caldwell County Schools reserves the right to reject any and/or all bids. Thank you for your interest in working with Caldwell County Schools.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write to *USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington DC 20250-9410* or call (866) 632-9992 (voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Integrated Pest Management Program bid for Caldwell County Schools Child Nutrition Program as stated in the specifications per month and each twelve month period is:

25 locations @ \$_____ per month (each site) – \$_____ total per month (all 25 sites)

\$_____ grand total per year (all 25 sites)

Name of Company: _____

Name of person providing the quote: _____

This quote was submitted competitively and without collusion.

Signature of the company official: _____

Date: _____

Please indicate below if your company falls into any of the following categories:

- _____ Minority Owned Business
- _____ Disabled Owned Business
- _____ Women Owned Business
- _____ Disabled Business Enterprise

Federal Tax ID#: _____

Procurement Method: All procurement transactions shall be conducted in a manner that provides maximum free and open competition consistent with Federal regulations as defined in 7 CFR 3016.

Conflict of Interest: The SFA’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors or potential contractors. To the extent permissible under Federal and State laws, rules or regulations, such standards shall provide for appropriate penalties, sanctions or other disciplinary actions to be applied for violations of such standards.

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

Integrated Pest Management Program Contract Guide Specification

1. GENERAL

Description of Program: This specification is part of a comprehensive Integrated Pest Management (IPM) program for Caldwell County Schools. IPM is a process for achieving long-term, environmentally sound pest suppression and prevention through the use of a wide variety of technological and management practices. Control strategies in an IPM program include:

- Facility inspections to identify pest harborage and presence of conditions favorable to pests.
- Proper identification of pests and an understanding of pest biology and behavior.
- Structural and procedural changes to reduce food, water, harborage, and access used by pests.
- A preference for non-pesticide technologies such as trapping and monitoring devices.
- Use of reduced-risk pesticide compounds, formulations, and selection of application methods that present a reduced potential hazard to humans and the environment.
- Coordination among all facilities management programs that have a bearing on the pest control effort.

Contractor Service Requirements: The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the inspection, monitoring, trapping, pest management, and pest removal components of the IPM program. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications to aid in pest prevention.

2. PESTS INCLUDED AND EXCLUDED

PESTS INCLUDED: The Contractor shall adequately suppress the following pests:

- A. Indoor populations of commensal rodents, insects, arachnids, and other arthropods. For the purposes of this contract, commensal rodents include Norway rat, roof rat and house mouse.
- B. Outdoor populations of potentially indoor-infesting species that are within the property boundaries within ten (10) yards of the specified buildings.
- C. Nests of stinging insects within the property boundaries of the specified buildings.
- D. Individuals of all excluded pest populations that are incidental invaders inside the specified buildings.
- E. Populations (or individual animals) of vertebrates (other than commensal rodents), including birds and bats. For vertebrate pests, contractor should have a qualified person on staff to control them or recommend a qualified wildlife damage control agent.

PESTS EXCLUDED: The following pests are excluded from this contract:

1. Termites and other wood-destroying organisms.
2. Mosquitoes.
3. Pests that feed on outdoor vegetation.

3. INITIAL BUILDING INSPECTIONS

The Contractor shall complete a thorough, initial inspection of each building or site at least ten (10) working days prior to the starting date of the contract. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all locations and to identify problem areas and any equipment, structural features, and other conditions or management practices that are conducive or contributing to pest infestations. Access to building space shall be coordinated with the Purchasing Director.

**Contact information for each facility (with address and phone number) will be provided.*

4. THE INTEGRATED PEST MANAGEMENT PLAN

The Contractor shall submit to Caldwell County Schools an Integrated Pest Management (IPM) Plan at least ten (10) working days prior to the starting date of the contract. Upon receipt of the IPM Plan, CCS will render a decision regarding its acceptability within ten (10) working days. If aspects of the IPM Plan are incomplete or disapproved, the Contractor shall have three (3) working days to submit revisions. The Contractor shall be on-site to perform the initial service visit for each building within the first thirty (30) working days of the contract.

The IPM Plan shall consist of five (5) parts as follows:

- A. *Proposed Methods for Pest Identification, Monitoring, and Detection:* The Contractor shall provide information on procedures to be used to identify pests, as well as describe methods and procedures to be used for identifying sites of pest harborage and access, for making objective assessments of pest population levels, and for determining the need to implement specific control measures throughout the term of the contract.
- B. *Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort:* The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, access, or other conditions conducive to pest problems.
- C. *Proposed Materials and Equipment for Service:* The Contractor shall provide the following information:
 1. A list of all pesticide products to be used. This list shall include each product's brand name, the common name of the active ingredient, and the "signal word" ("Caution", "Warning" or "Danger"), as defined under 40CFR 156.10(i)
 2. A list of the brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.

3. The current label (and labeling) and Material Safety Data Sheet (MSDS) for each pesticide product on the list referenced in #4 C1.

D. *Commercial Pesticide Applicator Documentation:* The Contractor shall provide the following documents.

1. The phone number for the currently designated state poison control center.
2. The names and phone numbers of at least two individuals who are designated as the primary and secondary 24-hour contacts for information concerning any aspects of the pest control service being provided.
3. A photocopy of the valid North Carolina Commercial Pesticide Applicator License(s) under which all pest control is to be performed.
4. A photocopy of the Contractor's valid Certificate of Insurance.
5. A list of all Contractor employees who will be performing on-site service under this contract; this list shall include the employee's name and a statement of whether the employee is a licensee, certified applicator or registered technician, as described in the regulations of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS).

E. *Commercial Pesticide Applicator Documentation:* The Contractor shall be responsible for carrying out work according to the approved Pest Control Plan. The Contractor shall receive approval from CCS prior to implementing any subsequent changes to the approved Pest Control Plan, including changes in on-site service personnel and any additional or replacement pesticides.

5. RECORDING KEEPING

The Contractor shall be responsible for maintaining a pest management logbook for each building or site specified in this contract. These logbooks shall be kept on-site and accessible to all site staff and the Custodial Director. The Contractor shall maintain or update the contents of these logbooks on each visit. Each logbook shall contain at least the following items:

- A. *Integrated Pest Management Plan:* A complete copy of the Contractor's approved IPM Plan.
- B. *Pest sighting log:* A form that permits school personnel to record the location of any pest sightings. The Custodial Director will review and approve the design of this form prior to its distribution and use at the facilities. CCS will be responsible for informing and educating all site staff about methods for reporting pest observations in the log.
- C. *Contractor's Service Report:* The Contractor shall document site-specific pest findings and subsequent control measures performed during the service visit. A separate form is not required if the Pest Sighting Form is designed to incorporate this information.

6. THE MANNER AND TIME TO CONDUCT PEST MANAGEMENT ACTIVITIES

- A. *Time Frame of Service Visits:* The Contractor shall conduct routine pest management activities after school hours (except for non-serving areas of the cafeteria) to avoid class disruption. All contractor employees shall adhere to all policies for notifying local personnel that the employee is on-site and working in the building. When it is necessary to perform work outside of the regularly scheduled service time set forth in the IPM Plan, the Contractor shall notify CCS at least one (1) day in advance except when CCS requests emergency service as described in Section 7 of this contract. The Purchasing Director shall approve such changes before any work is done.
- B. *Areas to be serviced and inspected every four (4) weeks:* It is the intent of this proposal to cover those portions of all school buildings and facilities of CCS that are connected directly with the Child Nutrition Program. Such areas include, cafeteria serving areas, kitchens, storage rooms for cafeteria supplies, equipment and/or materials, can wash areas, dining rooms, foyers, halls or entrances immediately adjacent to the cafeteria areas, kitchens, and storage rooms and the central food service warehouse. All other areas are to be spot treated on an “as needed/emergency basis” only. The information gathered from the pest sighting reports will determine the level and type(s) of treatment needed.
- C. *Safety and Health:* The Contractor shall observe all applicable safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable federal, state, and local safety and health requirements, as well as specific pest control product label instructions. Where there is a conflict between applicable regulations, the most stringent will apply.
- D. *Compliance:* The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The contractor’s liability insurance must be enforced throughout the term of this contract.
- E. *Special Entrance:* Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the Custodial Director. The Contractor shall adhere to these restrictions and incorporate them into the IPM Plan.
- F. *Uniforms and Protective Clothing:* All Contractor personnel working in or around buildings specified in this contract shall wear distinctive uniform clothing and a photo ID badge. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards and to any specific label requirements for the products being used.
- G. *Vehicles:* Vehicles used by the Contractor shall be identified in accordance with state (NCDA&CS and NCDOT) and local regulations. While on-site, all service vehicles shall be secured to prevent unauthorized access to chemicals and equipment. Service vehicles shall be equipped with appropriate pesticide spill control equipment in accordance with NCDA&CS regulations. All pesticides on contractor vehicles shall remain locked or remain inaccessible while vehicles are unattended.

7. SPECIAL REQUESTS AND EMERGENCY SERVICE

On occasion, CCS may request that the Contractor perform corrective, special, or emergency services that are beyond routine service requests. The Contractor shall respond to these exceptional circumstances and complete the necessary work within an approved timeframe which will minimize disruption of the daily activities of the building.

8. CONTRACTOR PERSONNEL

Throughout the term of this contract, all Contractor personnel providing on-site pest control service must be current registered technicians or certified applicators as described in the regulations of the NCDA&CS Structural Pest Control Division. They must also have specific IPM training. In addition, the contractor shall run criminal background checks and not allow any individual with a felony to service the property. **See attached LUNSFORD ACT for specific requirements.**

9. INSECT CONTROL

The priority for insect control will be the use of non-pesticide methods. The Contractor shall use non-pesticide methods of control wherever possible.

- Trapping devices, such as light traps, shall be the standard method for indoor fly control.

Where pesticides are used, the Contractor shall use reduced-risk materials and methods of application.

- Monitoring:* Monitoring devices (Sticky traps, light traps, etc) shall be used to guide decisions on appropriate pest control measures and subsequently to evaluate the effectiveness of these measures.
- Insecticide Bait Formulations:* Non-volatile bait formulations shall be the first choice for cockroach and ant control. If possible, baits shall be applied or placed in areas that cannot be accessed by children or building occupants.
- Application of Insecticides to Cracks and Crevices:* As a general rule, the Contractor shall apply liquid/dry insecticide formulations as “crack and crevice” treatments only, defined in this contract as treatments in which the formulated insecticide is applied to hidden or protected areas that are used as harborage sites by pests.
- Application of Insecticides to Exposed Surfaces:* Application of insecticides to exposed surfaces shall be restricted to exceptional circumstances where no alternative effective measures are practical. The Contractor shall obtain approval prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while the treatment site is occupied. The Contractor shall take all necessary precautions to ensure occupant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
- Space sprays:* Application of pesticides as space sprays (“fogging”) must follow the same restrictions outlined for surface sprays. Space sprays must be timed to allow the specific treatment site to remain unoccupied for a minimum of 24 hours. The Contractor shall be responsible for ventilating the treatment site in accordance with instructions on the product label before school personnel reenter the site

10. RODENT CONTROL

- A. *Indoor trapping:* As a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be placed so as to conceal them from general view, make them inaccessible to building occupants, and to protect them from any adverse effects of routine cleaning and other operations.
- B. *Trapping devices* shall be checked on a regular schedule. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.
- C. *Use of Rodenticides:* In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval from CCS prior to making any interior rodenticide treatment. ONLY block (paraffin-based or other types) rodenticides shall be used. Pellet/pack bait formulations and packaging shall not be used in/around school buildings. All bait shall be placed in EPA-approved tamper-resistant bait boxes that can be secured to a surface.
- D. *Use of Bait stations:* All bait stations shall be maintained in accordance with EPA and NCDA&CS regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five (5) points:
1. All bait stations shall be placed out of the general view, in locations where they will not be disturbed by routine operations.
 2. The lids of all bait stations shall be securely locked or fastened shut.
 3. All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surfaces, so that the stations cannot be picked up or moved by unauthorized personnel.
 4. Bait shall always be secured in the feeding chamber of the station and never placed in the runway or entryways of the stations where it could be removed or dislodged.
 5. All bait stations shall be labeled with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and each servicing.
- E. *The locations of all trapping devices and baiting stations* will be recorded in the site's logbook. The Contractor shall record all changes/additions to this information before leaving the site during that service visit. The Contractor will provide the Custodial Director with a key and instructions for opening bait stations in the event of an emergency.

11 USE OF PESTICIDES

The contractor shall be responsible for application of pesticides according to the label and all additional labeling. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA) or be EPA exempt and be registered with the NCDA&CS. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations. The Contractor shall adhere to the following rules for pesticide use:

- A. *Minimization of Risk:* Where pesticide use is necessary, the Contractor shall emphasize “reduced risk measures”, i.e., the Contractor shall employ materials, quantizes and application methods that minimize the risk or hazard of exposure to the applicator, building occupants, and the environment in general.
- B. *Selection of pesticide products:* The order of selection of pesticides shall be:
 - 1. Products with a “Caution” signal word,
 - 2. Products with a “Warning” signal word,
 - 3. Products with a “Danger” signal word.

Products with either “Warning” or “Danger” signal words shall be used only when there are no effective alternative products.

- C. *Approved Products:* The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or has not been approved in writing. Any additions to the list of approved pesticides must be submitted to the Purchasing Director five (5) working days prior to the proposed date of use. The Purchasing Director shall render a decision on the proposed addition within three (3) working days. Prior to the use of any new approved pesticide products, the Contractor shall provide product labels, labeling and MSDS in the logbooks of each site where the products are to be used.
- D. *Pesticide Storage:* The Contractor shall not store any pesticide product in the buildings specified in this contract.
- E. *Approved Applicators:* Only Contractor employees shall apply pesticides under the terms of this contract. The Contractor shall not provide pesticide products to non-certified school employees for their use in/around the building and property.

12. VERTEBRATE PEST CONTROL (OTHER THAN COMMENSAL RODENTS)

- A. *General Vertebrate Pests:* The Contractor may be asked under certain circumstances to remove vertebrate pests including skunks, raccoons, etc. The cost for this service will be negotiated in a case-by-case situation. The Contractor will be responsible for any special permits that may be required.

13. STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

Throughout the term of this contract, the Contractor shall be responsible for advising CCS about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Contractor will not be held responsible for carrying out structural modifications as part of the pest control effort.

14. PROGRAM EVALUATION

The Custodial Director will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

15. QUALITY CONTROL PROGRAM

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within fifteen (15) working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to CCS.

The program shall include at least the following items:

- A. *Inspection System:* The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Custodial Director identifies the deficiencies. For the duration of this contract, the contractor shall carry out such inspections on a quarterly basis.
- B. *Checklist:* A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. Every task shall be included on the checklist for every building or site serviced by the Contractor.
- C. *File:* A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and a copy provided to the Purchasing Director.
- D. *Inspector(s):* The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

16. SCHOOLS AND FACILITIES

13 elementary schools dining rooms and kitchens, 4 middle school dining room and kitchens, 3 traditional high schools dining rooms and kitchens, 1 early college high school (located on the Caldwell Community College Campus) dining room and kitchen, 1 food service warehouse with an upper and lower warehouse, and 2 alternative schools dining room that is at the same address but, different buildings.

The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document. The term “Bid” and “Proposal” may be used interchangeably.

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:

- a) this General Terms and Conditions document, including any attachments and or amendments thereto,
- b) the Item Specifications included in the Bid Invitation and any subsequent addenda thereto,
- c) the bidder’s signed Bid Certification sheet, which must be completed, signed by an authorized representative of the bidding entity, and returned with the bidder’s response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this Bid Invitation,
- d) the bidder’s response to the Bid Invitation,
- e) the bidder’s Notice of Award document,
- f) And any additional terms, conditions, or instructions issued by any member(s) of the Caldwell County Child Nutrition Department

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

1. Debarment, Suspension and Other Responsibility Matters

As requested by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined in 15 CFR Part 26, Sections 26.105 and 26.110-1) the prospective primary participant certifies to the best of its knowledge and belief, that is and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- b) have not, within a three-year period preceding this proposal, been convicted of or had a 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 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/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

By signing this bid, the bidder certifies that the vendor is in compliance with Federal, State and local guidelines. 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 proposal.

2. Pricing

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

In cases where other 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.

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 Bid Invitation are increased and proof can be provided, it is understood and agreed that the benefits of such price increase shall be extended to the Caldwell County Schools Child Nutrition Department after time to verify and make changes in its accounting system.

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 Bid Invitation are reduced below the contracted price, it is understood and agreed that the benefits of such price reduction shall be extended to the Caldwell County Schools Child Nutrition Department.

3. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the Associate Superintendent of Caldwell County School System at the address below. Protests must be received at this office within 15 calendar days from the date of the contract award and provide specific reasons and any supporting documentation for the protest. Protests should be addressed to:

Caldwell County Schools
Attention: Andy Puhl, Assistant Superintendent
1914 Hickory Blvd., Lenoir, NC 28645
Telephone: (828) 728-8407

Equal Employment Opportunity (EEO) Disclosures

By submission of a bid, the bidder agrees that in the performance of any contract resulting from any award under this bid, the bidding entity will comply with all applicable equal employment opportunity laws and regulations, including but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

Bidder further agrees that the bidding entity is and during the period of any contract resulting from any award under this Bid Invitation will remain, in compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute vendor's breach of contract due to a substantial failure by the vendor to fulfill its obligations, whereupon the Caldwell County Schools Child Nutrition Department may terminate the vendor's contract for cause as provided by section #6 "Remedies for Non-Performance of Contract, and Contract Termination."

4. 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 Caldwell County Schools Child Nutrition Department may terminate the vendor's contract for cause as provided by in 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 sheet, this contract shall terminate upon the expiration of the contract term as stated on the Bid Certification sheet.

If any delay or failure of performance is caused by a Force Majeure event as described in section #7 "Force Majeure," the Child Nutrition Department 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 for 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 ten (10) 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:

- a) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this Bid Invitation,
- b) the vendor delivering any product(s) that fail to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s)
- c) the vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of the Child Nutrition Director or designee,
- d) the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- e) 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 Child Nutrition Department 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 Child Nutrition Department elects to purchase other products from other sources, the Child Nutrition Department will invoice the vendor for any increased cost to the Caldwell County Schools Child Nutrition Department and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the Caldwell County Schools Child Nutrition Department terminates this contract, in whole or in part, for any reason provided for within the contract, the Child Nutrition Department reserves the right to award the canceled contract, or any portion thereof, to the next lowest or best bidder as it deems such award to be in the best interest of its members.

Any contract termination resulting from any cause other than a Force Majeure event will be deemed 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.

5. Force Majeure

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 Child Nutrition Department will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the Child Nutrition Department 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 Child Nutrition Department has agreed in such 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 Child Nutrition Department shall have the option to terminate this contract in accordance with section #6 of this 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 Child Nutrition Department's rights as provided elsewhere in this contract.

6. Records Retention

By signing this bid, the bidder understands that the Caldwell County Schools Child Nutrition Department, 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.

The bidder is required to retain pertinent records for five years after the Caldwell County Schools Child Nutrition Department makes final payment and all other pending matters are closed.

7. 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 Child Nutrition Director, all deliveries shall be made between the hours of 7:00 A.M. and 1:30 P.M. Monday through Friday, except holidays.

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

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 section #6 of 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 Caldwell County Schools Child Nutrition Department.

All freight, delivery, and handling charges are the responsibility of the bidder, 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. The bid package includes a summary listing of the number of delivery locations at the time this Bid Invitation was mailed.

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 Bid Invitation, 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 vendors uses multiple distribution centers, the Child Nutrition Department will have **ONE CONTACT PERSON** for overall contract management relative to any contract resulting from any award under this Bid Invitation and the Child Nutrition Department **WILL NOT** be required to deal with multiple vendor contracts for overall contract management.

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

8. Invoices, Packing Lists, and Payment

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 Child Nutrition Department.

The Caldwell County Schools Child Nutrition Department will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number.

9. Quantities

Quantities reflected in this Bid Invitation are estimates based on the projected needs for Caldwell County Schools during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this Bid Invitation, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, availability of government commodities or other subsidies, changing market forces, unintentional errors or omissions, and changes in school participation. Actual needs may be greater or less than the estimated quantities provided.

Vendors will be notified of significant changes in the estimated quantities, as they become known through the bid period.

Successful bidders will be required to monitor consumption rates and bring any exceptions to the attention of the Caldwell County Schools Child Nutrition Directors as soon as possible. The Child Nutrition Director will communicate slow-moving items to its schools if notified by the vendor. Except for conditions discussed within section #7 of this document entitled "Force Majeure," vendors are required to maintain sufficient inventories to cover the needs of the Caldwell County School System with only minimal, occasional, and temporary inability to provide products on a timely basis. Vendors at the close of the contract period agree not to hold the Caldwell County Schools Child Nutrition Department liable for any inaccuracies in estimated quantities or for any products on hand.

10. Quality

Unless otherwise indicated in the Bid Invitation, all items bid must be new and in first class condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the Child Nutrition Department 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.

In an effort to obtain quality products and services, the Caldwell County Schools Child Nutrition Department may give preference to vendors that are ISO certified. This will contribute to ensuring that vendor's will meet the Child Nutrition Departments product use expectations.

11. Packaging

Unless otherwise provided for in this Bid Invitation, all products supplied under any contract resulting from this Bid Invitation 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 Bid Invitation for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

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 Caldwell County Schools' (CCS) property or at CCS 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. CCS reserves the right to prohibit any individual employee of Vendor from providing services on CCS' property or at CCS' events if CCS determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

CIVIL RIGHTS ACT STATEMENT -

Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, 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: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

IRAN DIVESTMENT ACT –

All contractors must agree to abide by the IRAN DIVESTMENT ACT CERTIFICATION. N.C.G.S. 147-86.59 which requires:

Certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required when a bid is submitted; contract is entered into and when a contract is renewed:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

Contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

The Iran Divestment Act of 2015 may be found online at:

http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_147/Article_6E.pdf **

The Act’s requirements use the term “State agency.” G.S. 147-86.57(7) provides that in the Act, the term “State agency” includes not only State departments, boards, commissions, executive departments, officers, and institutions, but also “any political subdivision of the State” such as a Local Government Unit.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Caldwell County Schools may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. Caldwell County Schools reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to Caldwell County Schools.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Caldwell County Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

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

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** Caldwell County Schools 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 Caldwell County Schools determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save Caldwell County Schools, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.
15. **ASSIGNMENT:** No assignment of the contractor's obligations or the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, Caldwell County Schools may:

- a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

16. **INSURANCE:**

COVERAGE - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

17. **YEAR 2000 COMPLIANCE/WARRANTY:** Vendor shall ensure the product(s) and service(s) furnished pursuant to this agreement ("product" shall include, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) which perform any date and/or time data recognition function, calculation, or sequencing, will support a four digit year format, and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the user. This warranty shall survive termination or expiration of the agreement.
18. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
20. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 90 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
21. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
22. **ENERGY POLICY AND CONSERVATION ACT** – Please act accordingly with the Energy Policy and Conservation Act.