

<p align="center"><b>PENDER COUNTY</b></p> <p align="center"><b>SCHOOLS PURCHASING</b></p> <p align="center"><b>DEPARTMENT</b></p>	<p align="center"><b>INVITATION FOR BIDS NO.</b> <b><u>2425-CN-001</u></b></p>	
	<p>Bids will be publicly opened: <u>10/17/24</u></p>	
<p><b>Refer ALL Inquiries to:</b> <u>Kelly Ramos</u> <u>Primary Contact for Child Nutrition</u></p>	<p>Contract Type: Pender County Schools, Public School System</p>	
<p>E-Mail: <a href="mailto:kelly_amos@pender.k12.nc.us">kelly_amos@pender.k12.nc.us</a></p>	<p>Commodity: Hot/Cold Serving lines for cafeteria</p>	
<p><b>(See page 2 for mailing instructions.)</b></p>	<p>Using Agency Name: Pender County Schools</p>	

**NOTICE TO BIDDERS**

Sealed bids, subject to the conditions made a part hereof, will be received at this office (925 Penderlea Hwy, Burgaw, NC) until 2:00 P.M., EST on 10/17/24, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

**A. Notice of Federal Funding.** All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offers must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

**B. Notice of Federal Uniform Guidance.** Please see "Federal Uniform Guidance Terms (Pender).pdf" as attached. This must be signed and returned with your bid.

**Bidders Signature:** \_\_\_\_\_

**EXECUTION**

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

**Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.**

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

BID No. 2425-CN-001 BIDDER: \_\_\_\_\_

Offer valid for 45 days from date of bid opening unless otherwise stated here: \_\_\_\_\_ days Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days.

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

**MAILING INSTRUCTIONS:** Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and include bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

**DELIVER TO:**

BID NO. 2425-CN-001  
Pender County Schools  
Purchasing Department  
925 Penderlea Hwy  
Burgaw, NC 28425

**TABULATIONS:** Verbal tabulations of open market bids and award information can be obtained by calling the purchaser listed on the first page of this document. Tabulations will be available upon request no earlier than 9:00 a.m. on the first working day following the date of opening. Requests for lengthy or written tabulations cannot be honored.

**TRANSPORTATION CHARGES:** "FOB Burgaw, North Carolina with all transportation charges prepaid and included in the bid price."

**AWARD CRITERIA:** As provided by statute, award will be based on the lowest and best bid (most advantageous to Pender County Schools) as determined by consideration of:

1. Prices offered.
2. Quality of item(s) offered.
3. General reputation and performance capabilities of the bidder.
4. Conformity with specifications herein.
5. Suitability for Intended Use.

The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by Pender County Schools to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price.

**BID EVALUATION:** Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. Pender County Schools reserves the right to reject any and all bids.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by Pender County Schools that deviations will be acceptable. Bidder is advised

that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

**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, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

## EQUIPMENT/SERVICES TO BE PURCHASED

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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6	Essence Utility CounterULS72, 72L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard. Essence CornersFront Panel1 Side PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (4) 12"X 20"72" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel Customer SideTray Slide w/Runners8" Stainless Steel Flat Operator Side Tray Slide.		
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\$ \_\_\_\_\_ \$ \_\_\_\_\_

6	Essence Utility CounterULS54, 54 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with StandardEssence CornersFront Panel1 Side PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (3) 12"X 20"54" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel Customer SideTray Slide w/Runners		
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\$ \_\_\_\_\_ \$ \_\_\_\_\_

6	Essence Utility CounterULS30, 30 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard Essence CornersFront Panel 1 Side PanelStandard FeetTightlinkPolished Toe KicksLakeside Tray Leveler Model 97612" Stainless Steel Customer Side Tray Slide w/Runners		
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\$ \_\_\_\_\_ \$ \_\_\_\_\_

2                    Essence Utility CounterULS84, 84 L x 34 W x 34 H w/Stainless Steel  
 TopLaminated Wood Panels with Standard Essence CornersFront Panel 1 Side  
 PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (5)  
 12"X 20"84" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel  
 Customer SideTray Slide w/Runners8" Stainless Steel Flat Operator Side Tray Slide

\$ \_\_\_\_\_ \$ \_\_\_\_\_

2                    Essence Utility CounterULS72, 72 L x 34 W x 34 H w/Stainless Steel  
 TopLaminated Wood Panels with Standard Essence CornersFront Panel 1 Side  
 PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (4)  
 12"X 20"72" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel  
 Customer Side Tray Slide w/Runners

\$ \_\_\_\_\_ \$ \_\_\_\_\_

2                    Essence Utility CounterULS30, 24 L x 34 W x 34 H w/Stainless Steel  
 TopLaminated Wood Panels with Standard Essence CornersFront Panel2 Side  
 PanelsStandard FeetPolished Toe Kicks12" Stainless Steel Customer Side Tray Slide  
 w/Runners

\$ \_\_\_\_\_ \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

(Please see specifications on Page 10)

QUOTE EXACTLY AS SPECIFIED OR YOUR FUNCTIONAL EQUIVALENT. PENDER COUNTY SCHOOLS RESERVE THE RIGHT TO DETERMINE IF BIDDER'S FUNCTIONAL EQUIVALENT IS ACCEPTABLE.

IF QUOTING FUNCTIONALLY EQUIVALENT ITEMS, ALL INFORMATION, INCLUDING ITEM NUMBERS AND COMPLETE DESCRIPTIONS, MUST BE SPECIFIED FOR YOUR BID TO BE CONSIDERED.

ALL SHIPPING CHARGES MUST BE INCLUDED IN BID PRICE FOR QUOTE TO BE VALID.

APPLICABLE SALES TAX WILL BE ADDED WHEN PURCHASE ORDER IS ISSUED. DO NOT INCLUDE SALES TAX IN YOUR QUOTE

**TERMS AND CONDITIONS**

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
  2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Pender County Schools (PCS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**  
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
  3. **DEFINITIONS:**
    - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
    - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
    - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
- EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
  6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
  7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
  8. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
  9. **RECYCLING AND SOURCE REDUCTION:** It is the policy of PCS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.  
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.  
Companies are strongly urged to bring to the attention of PCS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
  10. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from PCS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
  11. **ACCEPTANCE AND REJECTION:** PCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
  12. **REFERENCES:** PCS reserves the right to require a list of users of the exact item offered. PCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
  13. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to PCS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by PCS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by PCS or the bidder, PCS reserves the right to accept any item or group of items on a multi-item bid. PCS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, PCS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by PCS to be pertinent or peculiar to the purchase in question.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, PCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, PCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become PCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
17. **AWARD PROCEDURES:** Contract award notice will shall be posted on PCS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, PCS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. PCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to PCS.
20. **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 PCS, indicating the specific regulation which required such alterations. PCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
- G.S. 143-59.1 bars the PCS 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.
22. **SITUS:** The place of this contract, its situs and forum, shall be Pender County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
24. **INSPECTION AT CONTRACTOR'S SITE:** PCS 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 PCS 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.
25. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment 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.
26. **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.
27. **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.
28. **PATENT:** The contractor shall hold and save PCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by PCS or disclosure of any information pursuant to the NC Public Records Act.

29. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the purchasing department and solely as a convenience to the contractor, PCS 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 PCS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

30. **INSURANCE:**

a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury Statutory Limits

Part B By Accident \$500,000 each accident

By Disease \$500,000 policy limit

\$500,000 each employee

b. **Public liability and Property Damage Insurance** - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

Occurrence:

General Aggregate \$2,000,000

Premises Operations \$1,000,000

Personal & Advertising Injury \$1,000,000

c. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.

d. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Pender County School Board of Education is listed as additional insured on general liability.

The successful bidder agrees to hold harmless and indemnify the Pender County Schools Board Of Education (PCSBOE) for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.

31. **GENERAL INDEMNITY:** The provider shall hold and save PCS, 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 provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against PCS agents who are involved in the delivery or processing of contractor goods to PCS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

32. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 1800 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.

33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

34. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers. a. **Notification:** Must be given to PCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature. b. **Decreases:** PCS shall receive full proportionate benefit immediately at any time during the contract period. c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with PCS reserving the right to accept or reject the increase, or cancel the contract. Such action by PCS shall occur not later than 15 days after the receipt by PCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

35. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

36. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. PCS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if PCS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the PCS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by PCS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and PCS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

August 2024



## **PCS Purchasing Department Ethics Policy and Standards of Conduct**

All purchasing department employee conducting business transactions on the behalf of the Pender County Schools hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

### **Conflict of Interest:**

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Pender County Schools.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Pender County Schools. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Pender County Schools facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Pender County Schools.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

### **Nepotism:**

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Finance Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family. , internal auditors, external audit firm (contracted to perform the annual audit), or any persons authorized by the Superintendent or the Finance Officer to receive it.

### **Gifts to Employees:**

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

**Bid Specifications**

<b>Hot/Cold/Freeze Serving line Specifications</b>	<b>Minimum Requirements for Qualified Bids</b>
<p> <b>Essence Utility Counter</b>ULS84, 84 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard Essence CornersFront Panel 1 Side PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (5) 12"X 20"84" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel Customer SideTray Slide w/Runners8" Stainless Steel Flat Operator Side Tray Slide </p>	<p> <b>Essence Utility Counter</b>ULS84, 84 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard Essence CornersFront Panel 1 Side PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (5) 12"X 20"84" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel Customer SideTray Slide w/Runners8" Stainless Steel Flat Operator Side Tray Slide </p>
<p> <b>Essence Utility Counter</b>ULS72, 72 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard Essence CornersFront Panel 1 Side PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (4) 12"X 20"72" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel Customer Side Tray Slide w/Runners </p>	<p> <b>Essence Utility Counter</b>ULS72, 72 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard Essence CornersFront Panel 1 Side PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (4) 12"X 20"72" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel Customer Side Tray Slide w/Runners </p>
<p> <b>Essence Utility Counter</b>ULS30, 24 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard Essence CornersFront Panel2 Side PanelsStandard FeetPolished Toe Kicks12" Stainless Steel Customer Side Tray Slide w/Runners </p>	<p> <b>Essence Utility Counter</b>ULS30, 24 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard Essence CornersFront Panel2 Side PanelsStandard FeetPolished Toe Kicks12" Stainless Steel Customer Side Tray Slide w/Runners </p>

<p> <b>Essence Utility Counter</b>ULS72, 72L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard. Essence CornersFront Panel1 Side PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (4) 12"X 20"72" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel Customer SideTray Slide w/Runners8" Stainless Steel Flat Operator Side Tray Slide. </p>	<p> <b>Essence Utility Counter</b>ULS72, 72L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard. Essence CornersFront Panel1 Side PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (4) 12"X 20"72" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel Customer SideTray Slide w/Runners8" Stainless Steel Flat Operator Side Tray Slide. </p>
<p> <b>Essence Utility Counter</b>ULS54, 54 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with StandardEssence CornersFront Panel1 Side PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (3) 12"X 20"54" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel Customer SideTray Slide w/Runners </p>	<p> <b>Essence Utility Counter</b>ULS54, 54 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with StandardEssence CornersFront Panel1 Side PanelStandard FeetTightlinkPolished Toe KicksHOT/COLD/FREEZE DROP-IN WELL, (3) 12"X 20"54" FS Food Shield with Polished Finish and LED Lights12" Stainless Steel Customer SideTray Slide w/Runners </p>
<p> <b>Essence Utility Counter</b>ULS30, 30 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard Essence CornersFront Panel 1 Side PanelStandard FeetTightlinkPolished Toe KicksLakeside Tray Leveler Model 97612" Stainless Steel Customer Side Tray Slide w/Runners </p>	<p> <b>Essence Utility Counter</b>ULS30, 30 L x 34 W x 34 H w/Stainless Steel TopLaminated Wood Panels with Standard Essence CornersFront Panel 1 Side PanelStandard FeetTightlinkPolished Toe KicksLakeside Tray Leveler Model 97612" Stainless Steel Customer Side Tray Slide w/Runners </p>
<p><b>Instillation</b></p>	<p>Installation of all serving/assurance all are properly up and running with no issues.</p>
<p><b>Electrical</b></p>	<p>No restrictions, SO Cord, 6FT for hardwired Cord.</p>
<p><b>Condition</b></p>	<p>Devices must be "NEW". No Used or Refurbished/Recertified devices will be accepted.</p>
<p><b>Delivery Date</b></p>	<p>All components of the serving line must be delivered by <span style="background-color: yellow;">_____</span>.</p>