



400 North Church Street  
Monroe, NC 28112  
Phone 704.296.9898 Fax 704.289.9182  
www.ucps.k12.nc.us

Dr. Mary Ellis – Superintendent

**Board of Education**  
John Collins - Vice Chairman  
John Crowder  
Sherry Hodges  
Carolyn J. Lowder  
Laura Minsk  
Rick Pigg  
Marce Savage  
David Scholl

To: Board of Education

From: Daniel R. Karpinski *DRK.*  
Chief Finance Officer

RE: **Sanitation Supplies for Cafeteria Use  
Child Nutrition**

Date: July 3, 2012

Attached you will find a proposed contract for Sanitation Supplies for Child Nutrition for Cafeteria use. The contract amount is \$218,025.00 (up to 5 years). Since this exceeds the \$100,000.00 threshold, Board approval is required.

A.L.C.O. of Troutman, N.C. is the winning bid. It is the recommendation of UCPS Central Purchasing to award this bid to A.L.C.O. of Troutman, N.C.

DRK/bcd

Growing Possibilities...

In compliance with federal law, UCPS administers all educational programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.

# UNION COUNTY PUBLIC SCHOOLS - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Finance, (3) Attorney, (4) Information Systems, (5) Risk Management, (6) BOE, (7) Superintendent

## DEPARTMENT

Party/Vendor Name: A.L.C.O.

Party/Vendor Contact Person Luke Stelzer Contact Phone 704-528-0123

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address 628 South Main Street City: Troutman State NC Zip 28166

Department: Child Nutrition Department Amount: Approx. \$43,605.00 - (up to 5 years = \$218,025.00)

Purpose: Sanitation Supplies for Cafeteria use

Budget Code(s) (put comma between multiple codes): 5.7200.035.453

TYPE OF CONTRACT: (Please Check One) ☒ New ☐ Renewal ☐ Amendment Effective Date: August 1, 2012

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature [Signature] Date: 7/3/12

Project Manager: Nancy Moore Date: 7/3/12

Division Assistant Superintendent Signature [Signature] Date: 7/3/12

## CENTRAL PURCHASING

Date Issued: \_\_\_\_\_

Type of Contract: ☒ Award Bid ☐ Sole Source ☐ Piggyback ☐ Emergency ☐ Amendment Other: \_\_\_\_\_

Attached Documentation: ☒ Bid Tabulation ☒ Certificate of Insurance ☐ Sole Source Documentation ☐ Emergency Documentation

This document has been reviewed and approved by the Central Purchasing Director.

Central Purchasing Director Signature: [Signature] Date: 7/3/2012

## RISK MANAGEMENT

Date Received \_\_\_\_\_

Include the following coverage: CGL Auto WC Professional Property Pollution Non-Profit Not Required

Hold Contract pending receipt of Certificate of Insurance

Notes: \_\_\_\_\_

Risk Manager's Signature [Signature] Date: 7/3/12

## INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received \_\_\_\_\_

(Applicable only for hardware/software purchase or related Information Technology services) Non-Applicable

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature \_\_\_\_\_ Date: \_\_\_\_\_ N/A

## BUDGET AND FINANCE

Date Received \_\_\_\_\_

Yes ☒ No \_\_\_\_\_ Sufficient funds are available in the proper category to pay for this expenditure. \$ 45,000

This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Notes: \_\_\_\_\_

Finance Director's Signature [Signature] Date: 7/3/12

## GENERAL COUNSEL

Date Received 7/3/12

Date department needs contract back from attorney:

This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: Yes ☒ No ☐

Attorney's Signature: [Signature] Date: 7/3/12

## UCPS SUPERINTENDENT

Date Received 7-10-12

This document has been reviewed and approved by the UCPS Superintendent.

Yes ☒ No ☐

Superintendent's Signature [Signature] Date: 7-10-12

## BOARD OF EDUCATION

Agenda Date: 7-10-12

Date Received 7-10-12

Yes ☒ No ☐ N/A ☐ Approved by Board of Education at meeting of 7-10-12

Board Of Education Chairman Signature [Signature] Date: 7-10-12

UNION COUNTY PUBLIC SCHOOLS Child Nutrition Department  407 North Main Street, Suite 100  MONROE, NC 28112	<b>INVITATION FOR BIDS NO. 2-8700078</b>
	<b>Bids will be publicly opened:</b> June 18, 2012
	Contract Type: Open Market Solicitations
<b>Refer <u>ALL</u> Inquiries to:</b> Telephone No. 704-296-3000	Commodity: Cafeteria Sanitation Supplies
E-Mail: nancy.moore@ucps.k12.nc.us	Using Agency Name: Union County Public Schools
<b>(See page 2 for mailing instructions.)</b>	Bid Issued: June 5, 2012

## INVITATION FOR BIDS

To provide sanitation products for Union County Public Schools Nonprofit Child Nutrition Program

### GENERAL INFORMATION

#### A. Intent

This Invitation for Bids (IFB) is for the purpose of obtaining bids and ultimately entering into a contract to provide sanitation products for the Union County Public School's nonprofit Child Nutrition Program, referred to as the School Food Authority (SFA). However the award of a contract is dependent on pricing and services offered. SFA reserves the right to award a contract if pricing and services are not within budget guidelines.

The contract will be between the offeror (vendor) and the SFA. The offeror shall provide assurances that all operations addressed in the IFB will be conducted in a manner that is consistent with the goals of the SFA and the SFA's Child Nutrition.

#### B. Procurement Method

A competitive bidding process will be used to procure products and services from this offeror. 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.

#### C. Bid Submission

1. Bids will be received until the deadline indicated in the Bid Certification. Each bid must be submitted in a **SEALED** opaque envelope (or other non-transparent package or container). The outside of the bid envelope (or other package or container) must contain the following information in clear and legible form:
  - a). In the upper left corner: print the full name and address of the offeror, and the name and telephone number, including the area code, of the authorized contact; and
  - b). In the lower left corner: print "**SEALED SANITATION BID,**" bid number, **2-8700078** and submission deadline indicated on the Bid Certification.

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

Bids should be addressed and delivered to:

Mrs. Denise Lamar, SNS  
UCPS – Child Nutrition  
407 North Main Street  
Monroe, NC 28112  
704-296-3000

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

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

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

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

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

2. The SFA reserves the right to reject any and/or all bids if deemed to be in the best interest of the SFA. The SFA reserves the right to reissue the IFB.
3. The award shall be made to the qualified and responsible offeror whose bid is most responsive to this solicitation. A responsible offeror is a provider whose financial, technical, operational and other resources indicate an ability to provide the products as requested on this IFB and who is able to perform the services required by this solicitation and whose

responses best meet the criteria contained throughout the IFB. The award may be made to other than the lowest monetary bid.

4. If clarification is needed, address a written request to:

Mrs. Denise Lamar or Mrs. Nancy Moore  
UCPS – Child Nutrition  
407 North Main Street, Suite 100  
Monroe, NC 28112

#### **D. Late Bid**

Any bid received after the exact time specified for receipt will not be considered.

#### **E. Pre-Award Clarification**

The SFA reserves the right to conduct final discussions and negotiations with the offeror recommended by the Evaluation Committee prior to awarding the Contract. The purpose of these discussions shall be to clarify and assure full understanding of any issue contained in the bid. In conducting these discussions, there shall be no disclosure of any information derived from bids by competing offerors.

#### **F. Withdrawal or Modification of Bid**

Subject to the restrictions discussed below, the SFA will consider a WRITTEN request from any offeror that the bid be allowed to be withdrawn, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR BID SUBMISSION as stated in the Bid Certification included with this IFB. A representative of the offering entity who is authorized to enter into contracts on behalf of the offering entity must manually sign any request for the withdrawal of any bid in ink, and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due as specified in the Bid Certification. Only bids that have been submitted consistent with the instructions relating to packaging and labeling of the bid will be considered for withdrawal.

If there is any question in the mind of the SFA regarding the identity of the bid or the identity of the offer relation to any request for the withdrawal of any bid, the SFA will refuse to allow the withdrawal of the bid. Withdrawal of any bid allowed by the SFA will require the completion and signature of a written receipt by the offeror's representative satisfactory to the SFA before the bid will be released. The decision of the SFA in relation to any matters concerning bid withdrawal will be final.

If an offeror requests to withdraw a bid and the SFA allows the withdrawal of the bid, the offeror may resubmit the bid, or submit a new bid, up until the due date and time for bid submission as stated in the Bid Certification included with this IFB, provided any new submission meets all the qualifications of bid submission included in these General Terms and Conditions.

If an offeror resubmits a bid that was withdrawn and makes changes to any document in the bid package, an authorized agent of the offering entity must initial all alterations made to any bid document.

All bids in possession of the SFA at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the Bid Certification included with this IFB.

#### **G. Statement of Inclusion/Applicability**

The general Terms and Conditions are applicable to all IFBs issued by this SFA and by this inclusion, they become part of the any Contract which is awarded, or purchase order which is issued in association with the IFB.

#### **H. 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.

#### **I. Final Contract**

The submitted IFB, including all attachments and all documents submitted by the offeror, will become the official Contract when approved, awarded and signed.

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**FORMS CHECKLIST** (this forms checklist is included for your convenience. Please complete and return all of the attached forms):

- ☒ Bid Certification - Form A
- ☒ Additional Company Information - Form B
- ☒ Dealership Listing - Form C
- ☒ HUB Certification - Form D
- ☒ Certification Regarding Lobbying - Form E
- ☒ Debarment Suspension Certification - Form F
- ☒ Deviations/Compliance - Form G
- ☒ Vendor Reference - Form H

Attachments

## **Specifications**

### **Sanitation Services and Cleaning Supply Program**

The purpose of this bid will be to provide an all-inclusive complete food service sanitation system which will consist of but not be limited to the following components:

- All cleaning products needed to maintain consistently superior sanitation in the food service area.
- On-site training and site assistance to all staff. Continuous training. On-site trouble shooting.
- Color-coded system of products, materials and charts in relation to material safety, handling and mixing.
- Support documentation such as posters, computerized service reports, color charts, notebooks, MSD sheets, spray bottles, gloves, scrapers package openers, safety glasses and employee notebooks explaining program, training videos.
- Direct delivery to school site with "monthly" (20 working day rotation) inventory control and re-supply.

### **Bid Details and Specifications**

#### **Cleaning Product/Materials Specifications**

Products shall make an effective cleaning solution, which leaves no film or residue, and shall not stain or discolor equipment when used at recommended proportions. At minimum, the vendor will provide the following detergents and hand care products as specified below:

#### **Foam Anti-microbial liquid hand soap**

Product must be a foam anti-microbial hand cleaner with strong washing power and good skin compatibility. Must clean all light dirt without the use of scrubbers and solvents. Product must prevent excessive swelling of the skin. Must maintain the skin's natural protective acid mantle which serves to protect it from bacterial or fungal infection. Must be a clear viscous liquid; density (at 20°C) approximate 1.03 g/cm<sup>3</sup>; pH 5.5 to 6.5. Must be packaged in ready to use containers that are used in conjunction with a dispenser or be able to be poured into a dispenser. Product will be unscented or lightly scented. **Stoko Refresh Foam Soap brand or equal.**

#### **All Purpose Cleaner (For floor cleaning and spray applications)**

To be used with manual and/or machine cleaning methods. To be low sudsing, easy to rinse detergent. Product to be biodegradable. Product shall make a clear, soluble solution which leaves no film or residue and shall not stain or discolor when used at recommended proportions. Must dilute in hard or soft water. Chemical composition; concentrated liquid blend of organic detergents, solvents, water conditioners and alkaline builders. Pleasant scent. Approximate PH: 9.8 ± .3 in solution. **SFSPac10 or pre-approved equal.**

#### **pH Neutral Floor Cleaner (For dining room floor cleaning only)**

Liquid blend of organic detergents and solvents for cleaning all hard surface flooring, pH of 7.0 to 7.2 that leaves no residue to dull high gloss finishes. To be used for floor cleaning in the dining room only.

#### **Multi-Purpose Degreaser (For degreasing floors and spray applications)**

To be used for heavy duty cleaning, degreasing of floors, food service equipment and other difficult to clean surfaces. Product to be biodegradable and must dilute in hard or soft water. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Approximate PH: 7.2 ± .3 in solution. **SFSPac30 or pre-approved equal.**

#### **Sanitizer (Quaternary Solution – no chlorine)**

Concentrated liquid blend of quaternary ammonium compounds. Must be EPA registered. Product to be biodegradable and must dilute in hard or soft water. Provide active quaternary sanitizer equivalent to 50 ppm available chlorine. Chemical composition: Blend of mixed liquid quaternary ammonium chlorides. Approximate PH 7.2 ± .4 in solution. **SFSPac17 or pre-approved equal.**

#### **Germicidal Detergent (For Cleaning and Disinfecting)**

To be concentrated liquid quaternary ammonium compound or equally effective compound to provide a broad spectrum of effectiveness against a variety of gram positive and gram negative organisms including antibiotic resistant staphylococcus. To clean all surfaces including those that are resilient. To rid odors by removing odor forming bacteria. To leave no masking or cover up odor. To be biodegradable and equal to EPA registration No. 8722-1, USDA list Category D-1. Product shall make a clear, soluble solution which will leave no film or residue and shall not stain or discolor when used at recommended proportions. **SFS Pac 20 or pre-approved equal.**

#### **Laundry Detergent**

The product shall be an industrial-strength, pre-measured liquid or powder detergent with builders for enhanced removal of stains and soils. It shall not cause the colors of colored laundry to run. When approximately 0.6 grams of the liquid detergent is mixed with 250 milliliters of 300ppm synthetic hard water, heated to 60°C, cooled, no precipitate shall develop as per federal specification PD 245E. Please specify liquid or powder. **SFS Pac 40 or equal. (36 schools only)**

#### **Purex Powder Bleach**

This shall be designated for use in single use top loader wash machines. It shall be a dry chlorine bleach (1%-5% Sodium Dichloroisocyanurate). The product should be completely water soluble. **Purex Powder Bleach or equal. (36 schools only)**

#### **Medicated Hand Cream / Lotion**

Product must be only slightly oily, silicone-free skin care lotion, which spreads easily; works well into skin and leaves no residual fat layer. Product must break the dry skin cycle and restore the skin's natural moisturizing properties. Must be suitable for the face and all parts of the body it may come in contact with. Product must be white or clear, silicone-free of the water-in-oil emulsion type. Must be packaged in ready to use containers that are used in conjunction with a dispenser or be able to be poured into a dispenser. **Stockhausen- Stoko Lotion or equal.**

#### **Protective Barrier Cream**

Product to be a water repellent protective cream for the skin for use against aqueous media such as cleaning and disinfectant agents, acids, alkalis and water mixed oils. Slightly or unscented, fatty, silicone free cream of the water in oil emulsion type. **Stockhausen – Stokolan or equal.**

#### **Heavy Duty Pot and Pan Detergent**

Product to be high sudsing, long-lasting detergent cuts through the toughest grease. Moderately viscous purple liquid. Biodegradable. Dilutes instantly in hot or cold, hard or soft water. U.S.D.A. List Category A-1. For use as a general cleaning agent on all surfaces. **SFS15 or Pre-approved equal.**

The above listed products are to be packaged as indicated. Product to be easily opened. Package labeling must exhibit clear directions in English and Spanish. Specific proportions must be listed regarding the product mixing with water under normal usage. Products must dilute instantly in hot or cold water, soft or hard water. Products shall make a solution that leaves no film or residue and shall not stain or discolor equipment when used in the recommended use and proportions. All products will have a neutral or non-toxic odor. Products must be biodegradable, non-toxic and safe for use around food service preparation, serving, storage and dining areas.

Provide a list of any additional products available that have not been listed above and pricing for these items.

Samples would be necessary only if the product has not been tested in Union County. If samples are requested they must be received within 72 hours of request.



### **Service Specifications / Requirements**

- Ongoing site-based sanitation and safety training. Visits every two weeks during initial training period or as needed and requested by site manager. Every month ongoing.
- Annual back to school training and monthly on-site training on effective use and inventory control of chemicals and cleaning supplies and workplace safety.
- Service reports after each visit, sent to UCPS - Child Nutrition Director. Reports will include date, time spent at each site and a brief description of the training and services provided.
- Implementation of complete program to each site will be completed within (30) working days of bid award.
- Vendor will provide direct delivery to each school site of product, materials, etc.
- Vendor representative will ensure all necessary Material Safety Data Sheets for all cleaning materials provided are posted in each school site in accordance with OSHA's Hazardous Communication Act. Vendor will ensure all mixing & usage charts and other instructional materials are posted in food service area.
- A procedure and reference guide outlining the safe and effective use of cleaning chemicals and supplies, safe food handling and workplace safety will be provided to each site.
- All charts, posters, instructional materials, support materials, bottles, containers, etc. will be in English and Spanish.
- Vendor will agree to a 48 hour response time to any location with re-supply needs or technical assistance.
- A clean, concise system of reporting by site and collectively, of all service calls, training, site observations, and cleaning supplies/chemicals delivered to kitchens.

### **Ancillary Materials To Be Provided**

- Vendor will provide manuals, binders and any materials deemed necessary for proper documentation and training at each school site.
- Vendor will provide pack cutters, sanitizer test kits, oven scrapers, spray bottles, dispensing equipment, protective gloves and goggles as needed, including re-supply but not to exceed (6) six of each type per school, per year. After the (6) six have been expended, it will be the decision of the vendor to provide additional quantities at no additional cost.
- Vendor to ensure that all spray bottles, containers and/or dispensing equipment has OSHA compliant labeling and instructions.
- Vendor to provide procedure and reference manual covering the mixing, use and application of all cleaning materials used in the program. Reference guide to be complete with bilingual usage, application tools and color-coded cleaning schedule.
- Vendor will provide English and Spanish training videos to the UCPS - Child Nutrition Department, which will be used for continuous training and re-training of staff and new employees. These videos will not replace the site-based training.
- All the "said materials", i.e. charts, manuals, videos, support materials, etc. must be submitted to the Department of UCPS - Child Nutrition once the bid is accepted.
- Service will also be continued for all sites "remaining open" for summer programs offered by Child Nutrition.
- Dispensing equipment for these products must be provided and installed at each hand washing sink and appropriate areas in every school kitchen and maintained as a condition of this contract.

### **Bidding / Billing Requirements**

- Billing will be done monthly. Monthly invoices will be sent to designated administrator at the Child Nutrition Department. Invoicing will be processed by figuring the total annual cost divided by ten equal installments.
- Service will also be continued for all sites "opened" for summer school/summer camp. Service will be continuous for sites that have year-round school sessions.

- Costs quoted are to be f.o.b. destination, freight pre-paid to any and all locations in the district. Quotes should not include city, state sales and federal excise tax.
- This contract can be renewed at the discretion and consensus of both parties for a maximum of **four – one year extensions**.
- Vendor must provide a minimum of (3) three references (with contact person and phone number included) from school districts where this same program is being used. Each reference must be from a different school district.
- Vendor who is not a manufacturer must submit with proposal a complete written explanation of the working agreement that vendor has with product manufacturer. Included shall be a statement stating the length of the agreement. In addition, an affidavit shall also be submitted with proposal by product manufacturer attesting to above.
- Vendor shall be sole contractor and shall fulfill all items and requirements of the proposal.
- When there is a new contractor, old contractors will be responsible for removal of all materials, containers, dispensing equipment, etc. within (15) working days from the last day of the previous contract period.

#### **Bid Award Criteria**

Since routine scheduled service, training and efficiency analysis are a mandatory part of the requirements of this proposal, quality of service, training program, documentation, cleaning materials and price will be considered in determining the award.

The proposal will be awarded in the best interest of Child Nutrition Department and this determination will be made by the UCPS – Child Nutrition office.

### Costing of the Program

The price quoted shall be for delivery of the specified Sanitation Program, Cleaning and Sanitation Materials on a **set annual cost** basis. Monthly service billings will be based on the annual cost divided by ten and billed in equal installments. Service shall be provided August through May (See Billing Requirements in reference to year-round schools and summer school sessions.) The term of the bid is for August 1, 2012 – July 31, 2013 with the **option to rollover for four (4) years**:

August 1, 2013 – July 31, 2014, August 1, 2014 – July 31, 2015, August 1, 2015 – July 31, 2016 and August 1, 2016 – July 31, 2017.

Description	Brand/Program	Monthly Cost	Annual cost
Proposal A	Fixed Cost-Sanitation	\$95.00	\$48,450 (51 sites)
*Proposal B	Fixed Cost-Sanitation -10%	\$85.50	\$43,605 (51 sites)

\*Proposal B is offering the same program as Proposal A, but has a 10% discount applied if the Warewash Bid #2-8700078-A is awarded to A.L.C.O. Proposal B can only be used if the Warewash Bid #2-8700078-A is awarded to A.L.C.O.

OPTIONAL CHEMICALS THAT CAN BE ADDED:

JGL-R, Jaws Glass Cleaner - \$2.50 per school per month. Annual cost \$1,275 (51 sites)

118944, Natural Shine Stainless Steel cleaner/Polish - \$3.50 per school per month. Annual cost \$1,785.00 (51 sites)

Sanitation System as described in the specifications and the accompanying vendor provided syllabus

I (We) agree to hold the above prices until July 31, 2013

NAME OF FIRM: Authorized Lake Clearing Organization (A.L.C.O.)

ADDRESS: 628 South Main St. Troutman, NC 28166

TELEPHONE: 704-528-0123

SIGNED: LS Luke Stelzer

Title: *President*

Date 6/14/12

ALL BID ENVELOPES MUST BE MARKED EXTERNALLY INDICATING BID TITLE, IFB NUMBER AND DUE DATE.

Site Id:	School	ADP BK	ADP Lunch	ADP Total	W/D	DISH
270 367	WBEC and EC	54	127	181	X	
	302 Antioch	33	375	408		
	303 Rea View Elementary	35	310	345		
	304 Benton Heights	229	612	841	*	
	305 New Town Elementary	28	379	407		
	306 East	277	467	744	X	
	307 Rocky River	197	575	772		
	308 East Union	187	664	851		
	310 Cuthbertson Middle	33	375	408		
	311 Cuthbertson High	63	293	356		
	312 Fairview	89	289	378		
	314 Monroe Middle	308	756	1,064	X	
	316 Forest Hills	156	542	698	X	
	318 Hemby Bridge	80	297	377	X	
	320 Indian Trail	97	436	533		
	328 Kensington	39	300	339		
	332 Marshville	214	409	623		
	334 Marvin Elementary	17	265	282		
	336 Monroe High	230	586	816	X**	
	340 New Salem	43	195	238		
	341 Porter Ridge Elementary	127	399	526		
	342 Porter Ridge High	95	608	703		
	343 Porter Ridge Middle	97	769	866		
	344 Parkwood High	82	456	538		
	346 Parkwood Middle	93	531	624		
	347 Poplin Elementary	74	361	435		
	348 Piedmont High	56	412	468		
	350 Piedmont Middle	70	491	561	X	
	351 Rock Rest	281	494	775		
	352 Prospect	112	351	463	X	
	353 Sandy Ridge	47	387	434		
	354 Sardis	185	438	623		
	356 Shiloh	87	461	548	X	
	358 Stallings Elementary	69	344	413		
	360 Sun Valley High	88	521	609	X	
	362 Sun Valley Middle	138	659	797	X	
	363 Sun Valley Elementary	94	388	482		
	364 Union	141	336	477	X	
	365 South Providence	58	67	125	X	X
	366 Central Academy	57	402	459		
	368 Unionville	122	460	582		
	370 Walter Bickett	402	590	992		
	372 Waxhaw	194	456	650		
376 378	WEM	59	732	791	***	
	377 Weddington High	18	232	250		
	380 Wesley Chapel	64	293	357		
	384 Western Union	114	298	412		
	388 Wingate	294	544	838	X	
	391 Marvin Ridge Middle	17	287	304		
	392 Wolfe	27	42	69	X	
	393 Marvin Ridge High	7	173	180		
Total:	School	5,777	21233	27,010		

## STANDARD TERMS AND CONDITIONS

### A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for the purchase of Sanitation products to the students of Union County Public Schools that fall within Federal regulations and State statutes that will be provided at an economical price for the SFA.

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.

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

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

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

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

### B. Contract Time Period

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

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

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

### C. Addendum

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

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

### D. Specifications

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

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

All bids must identify the manufacturer, brand, portion size, etc. of the product being offered. "Pre-Approved Equal" Brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than any "approved brand" specified, the offeror must supply a complete description and sufficient data for the SFA to properly analyze the product being compared. Samples may be requested for items other than "approved brands". These "Pre-Approved Equal" brands must be approved by the SFA **before** the bid opening. The SFA reserves the right to reject any brand submitted if the SFA does not have sufficient information in order to deem the product as a "Pre-approved Equal".

If the offeror fails to identify the manufacturer, brand, portion size, etc. for any item included in the bid, the SFA will assume the offeror is proposing **the exact brand/product and portion size identified in the specification**, and if awarded, the offeror will be required to furnish the **exact brand names, portion sizes, etc. as specified**. Substitutions will not be allowed.

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best communication practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

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

#### **General Specification Provisions:**

##### **1. Quantities**

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

##### **2. Packaging**

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

##### **3. Pricing**

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

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

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

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

##### **4. Delivery and Transportation**

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the SFA, all deliveries shall be made between the hours of 7:00 A.M. and 2 P.M. Monday through Friday, except holidays, school scheduled workdays or breaks.

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

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

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

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

If the vendor is delivering products out of more than one warehouse or distribution center, all warehouses or distribution centers involved in the distribution plan MUST carry or have timely access to all awarded items and MUST be able to respond to orders in a timely manner. Unless otherwise specified in this IFB, product substitutions are not allowed, and the involvement of multiple distribution centers will not be construed as to alter the restrictions against product substitutions. In the event the vendor uses multiple distribution centers, the SFA will have ONE CONTACT PERSON for overall Contract management relative to any Contract resulting from any award under this IFB, and the SFA WILL NOT be required to deal with multiple Contacts for overall contract management.

When the needs of the SFA require immediate response, we request the equivalent of one (1) month's supply stored at our Child Nutrition Central Office – equal to the participation of our largest school listed on the included "Participation march 2012" list provided in this IFB, for the majority of the items awarded to a vendor.

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

#### **5. Quality**

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

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

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to the SFA upon request.

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

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

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

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

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

#### **7. Samples**

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

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



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

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

#### **8. Warranties**

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

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

#### **9. Buy American provision**

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

#### **E. Bid Evaluation and Award**

All bids received in response to this IFB which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Bid Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any bid will not constitute an assessment of its meeting the necessary qualifications, and any bid may be disqualified at any time during the process of evaluating bids for failure to meet any other terms or conditions contained anywhere else in the bid request.

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

It is not the policy of the SFA to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by the SFA. In evaluating the bids received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the SFA; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the SFA; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the SFA to comply with any applicable laws or rules; (10) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (11) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

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

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

The SFA reserves the right to require a performance bond as it is deemed necessary.

#### **F. Substitutions**

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

#### **G. Deviations from Item Specification or General Terms and Conditions**

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

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

#### **H. Contract and Purchase Order Requirements**

A response to this IFB is an offer to contract with the SFA based upon the Item Specifications and the General Terms and Conditions contained in the IFB. Offers do not become Contracts unless and until they are both accepted by the SFA through an Award Notice to the offeror, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SFA.

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the IFB and any subsequent addenda thereto, (2) the offeror's signed Bid Certification and any subsequent addenda thereto, (3) the offeror's entire response to the IFB, (4) the offeror's Notice of Award document, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. All binding agreements should be submitted as part of the bid packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

#### **I. Invoices, Packing Lists, and Payment Conditions**

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

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

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

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

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

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

#### **J. Records Retention Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **L. Force Majeure Consideration**

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

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

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

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

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

#### **M. Venue**

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

#### **N. Waiver**

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

#### **O. Right to Assurance**

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

#### **P. 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*, increase.

#### **Q. Regulatory Compliance**

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

#### **R. Assurance of Non-Collusion**

By signing this bid, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this IFB,
- (2) This bid has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RFP.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in

connection with any information or submission related to this bid, any recommendations, decision, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this bid,

- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of bids.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

#### **S. Assurances regarding Legal and Ethical Matters**

By signing this bid, the offeror assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this IFB,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this IFB to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this IFB,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licenses necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
- (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
- (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

#### **T. Bid Acceptance**

The period for acceptance of this bid will be ninety (90) calendar days unless a different period is indicated by the offeror.

#### **U. Protest Procedure**

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on Page 3 of this document. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

**V. Questions Regarding Request for Bid**

Questions or requests for additional information concerning this bid or the specifications should be addressed to:

Mrs. Denise Lamar or Mrs. Nancy Moore  
UCPS – Child Nutrition  
407 North Main Street, Suite 100  
Monroe, NC 28112

**USDA Nondiscrimination Statement**

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 USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

**W. 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.

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

Appendix A

School Name	School Address
Antioch Elementary School	3101 Antioch Church Rd. Matthews, NC 28104
Benton Heights Elementary	1200 Concord Ave. Monroe, NC 28110
Central Academy of Tech & Arts	600 Brewer Drive Monroe, NC 28112
Cuthbertson High	1400 Cuthbertson Road Waxhaw, NC 28173
Cuthbertson Middle	1520 Cuthbertson Road Waxhaw, NC 28173
East Elementary	515 Elizabeth Ave. Monroe, NC 28112
East Union Middle School	6010 W. Marshville Blvd. Marshville, NC 28103
Fairview Elementary	110 Clontz Rd. Monroe, NC 28110
Forest Hills High School	100 Forest Hills School Rd. South Marshville, NC 28103
Hemby Bridge Elementary	6701 Indian Trail-Fairview Rd. Indian Trail, NC 28079
Indian Trail Elementary	200 Education Road Indian Trail, NC 28079
Kensington Elementary	8701 Kensington Dr. Waxhaw, NC 28173
Marshville Elementary	515 N. Elm St. Marshville, NC 28103
Marvin Elementary	9700 Marvin School Rd. Marvin, NC 28173
Marvin Ridge High	2825 Crane Road Waxhaw, NC 28173
Marvin Ridge Middle	2831 Crane Road Waxhaw, NC 28173
Monroe High	1 High School Drive Monroe, NC 28112
Monroe Middle	601 Sunset Drive Monroe, NC 28112
New Salem Elementary	6106 Highway 205 Marshville, NC 28103
New Town Elementary	1100 Waxhaw-Indian Trail Rd. Waxhaw, NC 28173

Parkwood High	3220 Parkwood School Rd. Monroe, NC 28112
Parkwood Middle	3219 Parkwood School Rd. Monroe, NC 28112
Piedmont High	3006 Sikes-Mill Road Monroe, NC 28110
Piedmont Middle	2816 Sikes-Mill Road Monroe, NC 28110
Poplin Elementary	5627 Poplin Road Indian Trail, NC 28079
Porter Ridge Elementary	2843 Ridge Road Indian Trail, NC 28079
Porter Ridge High School	2839 Ridge Road Indian Trail, NC 28079
Porter Ridge Middle School	2827 Ridge Road Indian Trail, NC 28079
Prospect Elementary	3005 Ruben Road Monroe, NC 28112
Rea View Elementary	320 Reid Dairy Road Waxhaw, NC 28173
Rock Rest Elementary	814 Old Pageland-Monroe Road Monroe, NC 28112
Rocky River Elementary School	500 N. Rocky River Road Monroe, NC 28110
Sandy Ridge Elementary	10101 Waxhaw Manor Dr. Waxhaw, NC 28173
Sardis Elementary	4416 Sardis Church Road Monroe, NC 28110
Shiloh Elementary	5210 Rogers Road Monroe, NC 28110
South Providence	500 S. Providence Rd. Waxhaw, NC 28173
Stallings Elementary	3501 Stallings Rd. Stallings, NC 28104
Sun Valley Elementary	5200 Rogers Rd Monroe, NC 28110
Sun Valley High	5211 Old Charlotte Hwy Monroe, NC 28110
Sun Valley Middle	1409 Wesley Chapel Road Indian Trail, NC 28079
Union Elementary	5320 White Store Road Wingate, NC 28174
Unionville Elementary	4511 Unionville Road Monroe, NC 28110



Walter Bickett Education Center	501 Lancaster Ave. Monroe, NC 28112
Walter Bickett Elementary	830 M L King Blvd Monroe, NC 28112
Waxhaw Elementary	1101 Old Providence Road Waxhaw, NC 28173
Weddington Elementary	3927 Twelve Mile Creek Road Matthews, NC 28104
Weddington High	4901 Monroe Weddington Road Matthews, NC 28104
Weddington Middle	5903 Deal Road Matthews, NC 28104
Wesley Chapel Elementary	110 Potter Road South Monroe, NC 28110
Western Union Elementary	4111 Western Union Schools Rd. Waxhaw, NC 28173
Wingate Elementary	301 Bivens Street Wingate, NC 28174
Wolfe School	722 Brewer Dr. Monroe, NC 28112

### **Additional Locations**

UCPS – Central Office	400 North Church Street Monroe, NC 28112
Professional Development Center (PDC)	721 Brewer Drive Monroe, NC 28112

FORM A

RETURN THIS DOCUMENT IN SEALED BID PACKET

Bid Certification  
Union County Public Schools

Bid Name: **Sanitation Proposal**

Bid Opening Date and Time:

**June 18, 2012: 4:30 p.m.**

Bid Number: 2-8700078

Location of Bid Opening:

**UCPS – Child Nutrition Office  
407 North Main Street  
Monroe, NC 28112**

Minimum Contract Time Period  
August 1, 2012 through July 31, 2013,  
with rollover option for 4 years.

The undersigned authorized representative of offering company indicated below hereby acknowledges/certifies:

1. That he/she is authorized to enter into contractual relationships on behalf of the offering company indicated below, and
2. That he/she has carefully examined this Request for Bid, the accompanying Bid Forms (whether in printed or electronic form), and the General Terms and Conditions and Item Specification associated with the Request for Bid, unless any exceptions are noted in writing this bid response, and
3. That he/she proposes to supply any products or services submitted under this Request for Bid at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Request for Bid, unless any exceptions are noted in writing with this bid response, and
4. That if any part of this bid is accepted, he/she will furnish all products or services awarded under this bid at the prices quoted and in strict compliance with the General Terms and Conditions and Item Specifications associated with this Request for Bid, unless any exceptions are noted in writing with this bid response, and
5. That any and all exceptions to the General Terms or Conditions of this bid have been noted in writing this bid response, and that no other exceptions to the General Terms or Conditions will be claimed.

A.L.C.O.  
Name of Company

628 South Main St.  
Address

Troutman, NC 28166  
City, State, Zip

704-528-0123  
Telephone Number of Authorized Representative

704-528-0121  
Fax Number of Authorized Representative

  
Signature of Authorized Representative

Luke Stelzer  
Printed Name of Authorized Representative

President  
Position or Title of Authorized Representative

luke@alco-usa.com  
E-Mail address of Authorized Representative

**Additional Company Information**

A.L.C.O.  
Company Name (Please Print)

**Contract Person Information:**

If contact person or mailing address is different than Bid Certification, please specify:

Mailing Address:

Same as Bid Certification  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person:

Luke Stelzer (General Inquiries), Mike Krueger (Service), Jolene Santangelo (Accounting)

Position or Title of Contact Person:

Luke Stelzer - President, Mike Krueger (Sales/Service manager), Jolene Santangelo (Customer Service Specialist)

Phone Number of Contact Person:

Luke - 704-309-7638, Mike - 704-999-7769, Jolene - 704-528-0123

Fax Number of Contact Person:

704-528-0121

Email of Contact Person:

Luke@alco-usa.com, Mike@CarolinaSoapandSupply.com, CustomerService@CarolinaSoapandSupply.com

**Certification:** I certify that the information provided above is correct.



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

FORM B

RETURN THIS DOCUMENT IN SEALED BID PACKET

Listing of Dealerships

If your company has more than one location that will servicing this contract, please list each location below. If additional sheets are required, please duplicate this form as necessary or attach list with requested information.

Please Type or Print for each dealership location; duplicate this form as needed to include all locations.

A.L.C.O.  
Company Name

628 South Main St.  
Address

Address

Troutman NC 28166  
City State Zip

704-528-0123 704-528-0121 CustomerService@CarolinaSoapandSupply.com  
Phone Fax Email

Contact Person Luke Stelzer

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone Fax Email

\_\_\_\_\_  
Contact Person

FORM C

RETURN THIS DOCUMENT IN SEALED BID PACKET

Historically Underutilized Business (HUB) Certification

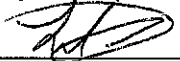
Companies submitting bids that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Request for Bid.

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

- Minority
- Small Business
- Woman Owned

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

A.L.C.O.  
Company Name (Please Print)

  
Signature of Authorized Representative

FORM- D

RETURN THIS DOCUMENT IN SEALED BID PACKET

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND  
COOPERATIVE AGREEMENTS

Lobbying

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A.L.C.O.  
Company Name (Please Print)

  
Signature of Authorized Representative

6/14/12  
Date

FORM E

RETURN THIS DOCUMENT IN SEALED BID PACKET  
Union County Public Schools

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

A.L.C.O.  
Company Name (Please Print)

  
Signature of Authorized Representative

6/14/12  
Date


**FORM- F**

**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (2/89)

X 



FORM G

RETURN THIS DOCUMENT IN SEALED PROPOSAL PACKET

Union County Public Schools

Deviations/Compliance Form

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

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

☐ No Deviations

☒ Deviations as listed

List any deviations your company is submitted below:

Some materials are not available in Spanish. However, in the event that Spanish speaking employees need a training session, we have Spanish speaking representatives that can hold a training session in Spanish to accommodate those employees.

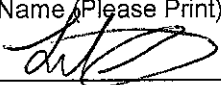
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A.L.C.O.  
Company Name (Please Print)

  
Signature of Authorized Representative

UNION COUNTY PUBLIC SCHOOLS CHILD NUTRITION

Issued by the Child Nutrition Services Section, June 3, 2009

Form H

RETURN THIS DOCUMENT IN SEALED BID PACKET

Vendor Reference Form

References:

School District: Davie County  
Contact: Daughn Baker  
Phone# 336-751-2751

School District: Fredell County  
Contact: Trish Campbell  
Phone# 704-873-2175

School District: Cabarrus County  
Contact: Tina Farmer  
Phone# 704-786-6191



ALCO-01

OP ID: AH

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

07/02/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> JJ Wade & Associates J.J. Wade, III P O Box 1209 Davidson, NC 28036	<b>704-892-9297</b>	<b>CONTACT NAME:</b> Harriet Thomas
	<b>704-896-0485</b>	<b>PHONE (A/C, No, Ext):</b> 704-892-9297 <b>FAX (A/C, No):</b> 704-896-0485
<b>E-MAIL ADDRESS:</b> hthomas@jjwadeinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Massachusetts Bay Insurance Co		<b>22306</b>
<b>INSURER B:</b> Allmerica Financial Benefit		<b>41840</b>
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> A.L.C.O. Authorized Lake Cleang Org Inc 628 South Main Street Troutman, NC 28166	<b>INSURER A:</b> Massachusetts Bay Insurance Co	<b>22306</b>
	<b>INSURER B:</b> Allmerica Financial Benefit	<b>41840</b>
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b>		<b>ODR6175215</b>	<b>08/09/11</b>	<b>08/09/12</b>	<b>EACH OCCURRENCE</b> \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>					<b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$ <b>300,000</b>
	<input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b>					<b>MED EXP (Any one person)</b> \$ <b>5,000</b>
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>					<b>PERSONAL &amp; ADV INJURY</b> \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PROJECT</b> <input type="checkbox"/> <b>LOC</b>					<b>GENERAL AGGREGATE</b> \$ <b>2,000,000</b>
						<b>PRODUCTS - COMP/OP AGG</b> \$ <b>2,000,000</b>
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>		<b>AWR6175962</b>	<b>08/09/11</b>	<b>08/09/12</b>	<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$ <b>1,000,000</b>
	<input type="checkbox"/> <b>ANY AUTO</b>	<input checked="" type="checkbox"/> <b>SCHEDULED AUTOS</b>				<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> <b>ALL OWNED AUTOS</b>	<input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>				<b>BODILY INJURY (Per accident)</b> \$
	<input checked="" type="checkbox"/> <b>HIRED AUTOS</b>	<input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>				<b>PROPERTY DAMAGE (Per accident)</b> \$
						\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> <b>OCCUR</b>				<b>EACH OCCURRENCE</b> \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> <b>CLAIMS-MADE</b>				<b>AGGREGATE</b> \$
	<b>DED</b> <b>RETENTION \$</b>					\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>Y/N</b>	<b>WDR6208597</b>	<b>09/15/11</b>	<b>09/15/12</b>	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <b>OTH-ER</b>
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b>	<input type="checkbox"/>				<b>E.L. EACH ACCIDENT</b> \$ <b>100,000</b>
	<b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>					<b>E.L. DISEASE - EA EMPLOYEE</b> \$ <b>100,000</b>
						<b>E.L. DISEASE - POLICY LIMIT</b> \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As respects to work at all Union County Public Schools locations

**CERTIFICATE HOLDER**

UNIONC1

Union County Public Schools  
Board of Education  
400 North Church Street  
Monroe, NC 28112

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# UNION COUNTY PUBLIC SCHOOLS

PROJECT: Sanitation Supplies

REFERENCE NUMBER: 2-8700078

BID OPENING: June 18, 2012 - 4:30 PM

## BID TABULATION

	COMPANY	EXECUTION OF BID Y/N	ITEM BID LIST Y/N	DISCOUNTS Y/N	COST PER SITE \$1 SITES	MONTHLY COST FOR 10 MONTHS	BID AMOUNT
1	ALCO.	YES	YES	NO	85.50	4,360.50	43,605.00
2	Sanitech	YES	YES	NO	128.32	6,544.32	65,443.20
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

IN WITNESS WHEREOF, the UCBOE and the Contractor have executed this Contract on the day and year first written above.

A. L. C. O.

Supplier Name

Signature of Authorized Representative

Date

718 304 916 862

Contractor's Federal Identification #  
[if Contract is with Organization]

or Social Security Number  
[if Contract is with individual]

Daniel R. Kays 7/3/12  
Originator/Fund Owner Date

This instrument has been pre-audited  
in the manner required by the School Budget  
and Fiscal Control Act.

APPROVED AS TO FORM:

[Signature] 7/3/12  
School Board Attorney Date

REVIEWED BY:

Daniel R. Kays 7/3/12  
Division of Insurance Date  
& Risk Management

Daniel R. Kays 7/3/12  
Finance Officer Date

General Counsel

Date

THE UNION COUNTY BOARD OF EDUCATION

Superintendent or Authorized Designee

Date

Print name and Title of Authorized Designee, if any: