

Lenoir County Public Schools

Request for Quote

RFQ2024C- Refrigerated Equipment Maintenance and Repair

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Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
[1400 Independence Avenue, SW](#)
[Washington, D.C. 20250-9410](#); or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

" Our institution is an equal opportunity provider and employer"

Refrigerated Equipment Maintenance and Repair

Lenoir County Public School's Child Nutrition Departments current refrigerated equipment maintenance and repair contract will expire on June 30, 2024. This Request for Quote is being released to allow eligible vendors an opportunity to submit a quote for our refrigerated equipment and repair needs.

Lenoir County Public School's Child Nutrition Department will accept one quote from each eligible vendor. The quotes must include all requested services for all Lenoir County Public School Locations. Quotes that do not meet the minimum requirements will be rejected without considerations.

Lenoir County Public School's Child Nutrition Department reserves the right to reject any or all proposals.

RFQ Process: Lenoir County Public School's Child Nutrition Department expects to undertake the selection process according to the following schedule:

Release of RFQ May 6, 2024

RFQ Return Due Date May 20, 2024 before 9:00am

Anticipated Award Date May 24, 2024

Questions or Comments: Questions or Comments about this RFQ may be submitted to Danelle Moore Smith at dmsmith@lenoir.k12.nc.us

Submitting Quote: Completed quotes must be submitted to:

Mail: Lenoir County Public School

Child Nutrition Department

Attn: Danelle Moore Smith, Director

PO Box 729

Kinston, NC 28502

Email: dmsmith@lenoir.k12.nc.us

Fax: 252-527-6884

Refrigerated Equipment Maintenance and Repair

Overall Scope:

- The quote shall be for a 12-month term beginning July 1, 2024 with an option to renew annually for up to 4 years.
- The selected vendor shall provide timely preventative maintenance visits at the beginning of the school year and as necessary, along with timely emergency repair visits.
- Vendors with the ability to provide certified technicians will be given extra consideration.
- Repair parts and supplies will be provided by the vendor.

Service Call Requests: All service requests will be either emailed or phoned in to the selected vendor.

Service Response: All preventative maintenance calls will be completed by the third full week of the school year. Emergency repair calls shall be addressed within 24 hours of the initial notification. Frequent neglect or deviation from this response time will result in the termination of the contract by Lenoir County Public School's Child Nutrition Department. Upon arrival to any school/department for service calls, service representatives must notify personnel of his/her arrival.

Vendor Compensation: Lenoir County Public School's Child Nutrition Department shall compensate the awarded vendor on a fixed hourly labor rate and a fixed travel charge in addition to any parts or materials needed for the service call.

Liability Insurance: Vendor must provide a current Certificate of Liability Coverage

Invoicing: Invoicing Procedures shall provide at least the following:

- Invoicing will be generated on each service call and include an itemized list of all expenses for that site.
- Invoicing must be delivered to Lenoir County Public School's Child Nutrition Department within 30 days of the service date.
- All invoicing must come from the servicing vendor.

Cancellation: If either party fails to meet or fulfill the terms and provisions of this agreement, the party claiming such failure may, at its option, give written notice of the breach claimed to the other party. If within fifteen (15) days from receipt of such notice, such failure has not been corrected or arrangements made for settlement, the claiming party may then terminate this agreement fifteen (15) days after giving written notice of termination to the breaching party.

Vendor Contact: The selected vendor shall provide one contact point accountable to Lenoir County Public School's Child Nutrition Department. It is imperative that they always have easy access to this contract during normal business hours (8:00 am to 5:00 PM).

Standard Terms and Conditions

A. Scope and Purpose

It is the intent of the School Food Authority (SFA) to contract with an interested party or parties for the purchase of refrigerated equipment maintenance and service for the students of Lenoir 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 in these General Terms and Conditions document are for the 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 includes any attachments, and or attachments thereto.
- (2) The item specification included in the RFQ and any subsequent addenda thereto, the offeror's signed quote 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 RFQ.
- (3) The offeror's response to the RFQ.
- (4) The offeror's Notice of Award document, and
- (5) Any additional terms, conditions, or instructions issued by the SFA.

B. Contract Time Period

This time period for the purchases covered by a Contract resulting from an award under this RFQ is stated in the quote. The SFA reserves the right to award the Contract to a vendor for a longer initial term period than the time stated in the quote 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 RFQ without prior written consent of the SFA.

C. Addendum

In the event any changes to this RFQ occur after the mailing or other delivery of the original RFQ, the changes or corrections to this Quote request will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original RFQ or any previous addendum. Each addendum will be mailed or other delivery to all entities that are known to have received a copy of this RFQ. The SFA is the sole authority for the issuance of any addendum related to this RFQ. 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 RFQ.

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 quote response.

D. Bid Evaluation and Award: All quotes received in response to this RFQ which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Quote Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any quote will not constitute an assessment of its meeting necessary qualifications, and any quote 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 quote request.

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

It is not the policy of the SFA to purchase based on low quote price alone. All quote items are subject to evaluation and approval by the SFA. In evaluating the quotes 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 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 quotes received on these criteria, and the final decision as to the best overall offer, both as to price and to sustainability 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 Offices and /or SFA Designee.

Unless otherwise indicated in this RFQ, “all or nothing bids are not acceptable and will be rejected. The offeror must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share business with any successful offerors.

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.

E. 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 the submission of the quote. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offer’s response will hold the offeror accountable to the SFA to perform in strict accordance with all the General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the quote response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected item(s).

F. Contract and Purchase Order Requirements

A response to this RFQ is an offer to contract with the SFA based upon the Item Specifications and the General Terms and Conditions contained in the RFQ. 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 RFQ and any subsequent addenda thereto;(2) the offeror's signed quote and any subsequent addenda thereto;(3)the offeror's entire response to the RFQ;(4)the offeror's Notice of Award Document;(5) and any additional terms, conditions, or instructions, or instructions contained in each individual Purchase Order. All binding agreements should be submitted as part of the quote packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

G. Invoices, Packing Lists, and Payment Conditions

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 service, including quantity, item number, item description, etc. and must include a properly signed copy of the service report. 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.

Notwithstanding the above, the payments stated on each individual Purchase Orderd will be the controlling factor in the determination of payment terms. Each invoice should include the vendor's normal payment terms if 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 corrections.

H. Records Retention Requirements

By signing this bid, the offeror understands that the SFA, the U.S. Department of Agriculture, the N.C. Department of Public Instruction, the Comptroller General of the U.S. or any of their duly authorized respresentatives, 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 for a minimum of three (3) 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.

I. 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 sections.

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

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 cancelled 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 case 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.

J. Venue

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

K. 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.

L. 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 contract.

M. Extension Clause

This contract may be extended annually for up to four (4) additional years from the expiration of the contract term 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.

N. 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 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.
- (9) Allowable costs will be paid from the non profit school foodservice account to the contractor net of all discounts, rebates, and credits are allocable to the allowable portion of the costs billed to the SFA.

O. 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 item's specifications or the General Terms and Conditions related to this RFQ.
- (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 RFQ.
- (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 recommendations, decision, vote or award related to this bid, or this 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 North Carolina with regard to this bid, and this bid has not been knowingly disclosed to another offeror, competitor, or potential competitor prior to 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.

P. Assurances regarding Legal and Ethical Matters

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

- (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 all relationships that might be conflicts of interests and included such information with his/her bid response.

- (3) The bid submitted conforms with all items specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFQ.
- (4) If this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFQ to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFQ.
- (5) The offering entity has, or can 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 is standing in any matters whatsoever would preclude it from participating in this quote; it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this quote, 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 quote any and all known suspected matters that would disqualify it from participating in this quote or receiving any award or contract related to this quote, recognizing that the offeror's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist and that failure to disclose in this quote any such matters which do exist is a material breach of contract which would void the submitted quote 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 license 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 quote 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 harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.

Q. Quote Acceptance

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

R. Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on page 2 of this document. Protests must be received in this office within fifteen(15) days of the date of the contract award and provide specific reasons and any supporting documentation for the protest.

