THE CHARLOTTE-MECKLENBURG BOARD OF EDUCATION

Request for Proposal #: 163-07132026TB

INTEGRATED PEST MANAGEMENT PROGRAM

Date Issued: JULY 13, 2026

Proposal Opening Date: JULY 22, 2026

At 2:00 PM EST

Direct all inquiries concerning this RFP to:

Anthony A Becker

Director of Procurement Services

Email: anthonya.becker@cms.k12.nc.us

Phone: 980-343-6390

The Charlotte-Mecklenburg BOE 4421 Stuart Andrew Blvd. Charlotte NC 28217	INVITATION FOR BIDS NO. 163-07132026TB Pest Control
Refer ALL Inquiries to: Anthony Becker Office: (980) 343-6390 E-Mail: anthonya.becker@cms.k12.nc.us	Bids will be publicly opened: 2pm Wed. JULY 22, 2026 Commodity: Integrated Pest Management Program (Posted to eVP UNSPSC 721021 PEST CONTROL Contract Type: Agency Specific Term Contract Using Agency Name: Charlotte-Mecklenburg Board ofEducatio (abbreviated as CMBOE or CMBE) Website: www.cms.k12.nc.us

NOTICE TO BIDDERS

ONLY Electronic responses will be accepted for this solicitation. You must register to submit a bid. Register as soon as possible! It may take 3 to 5 days for your account to become active. NO MAILED, COURIERED, FAXED, OR EMAIL SUBMISSIONS WILL BE ACCEPTED. Bids are subject to rejection unless submitted on this form. Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). **Federal Uniform Guidance:** "Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200). Including the prohibitions outlined in (2 C.F.R. 200.216)." Additional information can be found at: https://www.cmsk12.org/Page/8947

EXECUTION

In compliance with this Invitation for Bids (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and it is not an ineligible Vendor as set forth in G.S. 143-59.1. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and **THE CHARLOTTE MECKLENBURG BOARD OF EDUCATION GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	**DATE:**	E-MAIL:	

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: ______ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this________ day of __________, 20____, as indicated on

The attached certification, by ____.

(Authorized Representative of CHARLOTTE MECKLENBURG BOARD OF EDUCATION)

1.0 PURPOSE AND BACKGROUND

CMBE School Nutrition Department seeks qualified contractor(s) to provide an Integrated Pest Management Program (IPM) that emphasizes prevention, monitoring, sanitation, exclusion, and targeted treatment strategies. Chemical controls shall be used only when necessary and in accordance with all federal, state, and local regulations for the school cafeterias of the district (see www.cmsk12.org for list of all locations). Proposers offer shall be for service to the district, as directed.

By submission of a proposal, you guarantee that all services and goods meet the requirements of the RFP during the contract period.

The intent of this solicitation is to award this contract to a single overall bidder on all items. The right is reserved, however, to make awards on the basis of individual items or groups of items, if such shall be considered by The Charlotte-Mecklenburg Board of Education to be most advantageous or to constitute its best interest. Bidders should show unit prices but are requested also to offer a lump sum price. The right is reserved by The Charlotte Mecklenburg Board of Education to reject any or all quotes/bids.

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date") or *September 1, 2026,* whichever is later.

At the end of the Contract's initial term, the Charlotte Mecklenburg Board of Education shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to three (3) additional one-year terms. The CMBE will give the Vendor written notice of its intent to exercise each option no later than one hundred twenty days (120) days before the end of the Contract's then-current term. In addition, The CMBE reserves the right to extend a contract term after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

1.2 CONTRACT AND PURCHASE ORDER REQUIREMENTS

A response to this RFP is an offer to contract with CMBE based upon the Item Specifications and the Terms and Conditions contained in the RFP. Offers do not become contracts unless and until they are both accepted by CMBE 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 CMBE.

This contract shall collectively include (1) the Terms and Conditions and the Item Specifications included in the RFP 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 RFP, (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.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

This is **NOT** an E-Procurement purchase and consequently NOT subject to the 1.75% fee. In orderthat you may present competitive bids, please ensure that you have not marked up your bid to cover this fee.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the Charlotte Mecklenburg Board of Education General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component within this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the CMBE determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The CMBE may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation, the CMBE rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The CMBE may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The CMBE will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	CMBE	JULY 13, 2026
Hold Pre-Proposal Conference/Site Visit	CMBE	Not applicable
Submit Written Questions	Vendor	JULY 16, 2026
Provide Responses to Questions	CMBE	JULY 20. 2026
Submit Proposals	Vendor	JULY 22. 2026 NO LATER THAN 2:00 PM EST (please reference 3.5 Public Bid Opening)
Contract Award	CMBE	Upon Approved Consent of CMBOE

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to *[anthonya.becker@cms.k12.nc.us]* by the date and time specified above. Vendors will enter "RFP # *163-07132026TB-Pest Management* Questions" as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question …?

Questions received prior to the submission deadline date, The CMBE's response, and any additional terms deemed necessary by The CMBE will be posted in the form of an addendum to *the electronic Vendor Portal (eVP), https://evp.nc.gov,* and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

2.6 RECORDS RETENTION

By signing this bid, the bidder understands that the Charlotte Mecklenburg Schools Student Nutrition Department, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

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

2.7 DELIVERY AND TRANSPORTATION

Unless otherwise noted in these General Terms and Conditions or the Purchase Order, or unless prior approval has been obtained from the Student Nutrition Director, all deliveries shall be made between the hours of 7:00 A.M. and 1:30 P.M. Monday through Friday, except holidays.

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

Repeated failure to meet delivery dates will constitute a breach of contract by the vendor, and may result in the initiation of actions covered in section #6 of this General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, as well as jeopardize any future business from the Charlotte Mecklenburg Schools Student Nutrition Department.

All freight, delivery, and handling charges are the responsibility of the bidder, and all bid prices must be quoted as freight prepaid, F.O.B. destination, and shall include all freight, delivery, and handling charges, including unloading and inside deliveries where required. The bid package includes a summary listing of the number of delivery locations at the time this Bid Invitation was mailed.

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

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

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

2.8 REGULATORY COMPLIANCE

1. The offeror and The Charlotte Mecklenburg Board of Education 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 the Certification of Independent Price Determination form (p14), complete and sign the: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions form (pp12-13); Certification for Contract, Grants, Loans and Cooperative Agreements – Lobbying (p16) and if applicable, Disclosure Form to Report Lobbying (pp17-18) and shall include these documents as part of the Agreement. (See Attachments)
8. Also refer to ST&C item 12, Compliance with all Laws. 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.

2.9 EMPLOYMENT HOUR & WAGE LAW

The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment.

2.10 DRUG FREE WORKPLACE

The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of $50,000 or more.

2.11 USDA CIVIL RIGHTS REGULATIONS AND POLICIES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

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

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

This institution is an equal opportunity provider.

2.12 RETENTION OF RECORDS

By signing this bid, the offeror understands that The Charlotte Mecklenburg Board of Education, 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 Charlotte Mecklenburg Board of Education's Single Audit. The Charlotte Mecklenburg Board of Education will contract to have the Single Audit conducted as a regular, direct expense to CMBE; Student Nutrition funds may not be used for this purpose

The offeror must retain pertinent records for a minimum of three years after The Charlotte Mecklenburg Board of Education 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.

2.13 INDEFINITE ORDER QUANTITY

Bidders are informed that this quote/bid is for an estimated quantity of goods. No guarantees in order quantities exist until bidder receives a purchase order from The Charlotte-Mecklenburg Board of Education. The quantities listed in this bid/quote are for estimation and planning purposes only. The listed quantities are subject to change, with no guaranteed minimum order implied by this request for quote/bid. The pricing reflected in quotes/bids are considered valid for the period shown under "execution" section of this quote/bid. The Charlotte-Mecklenburg Board of Education will procure certain goods through the term (term contract period) of this bid/quote only upon actual award. The Charlotte Mecklenburg Board of Education conveys to bidders that purchases will be made as a matter of convenience (convenience contract) to The Charlotte-Mecklenburg Board of Education. Award of items to certain vendors pertaining to this bid/quote do not guarantee purchase of stated quantities.

2.14 BRAND NAME

Unless otherwise indicated, manufacturer names and model numbers specified are used for purposes of identifying and establishing general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. The specifications following are the minimum acceptable by Charlotte Mecklenburg Schools. Any deviations from the specifications shall be stated in writing in the bidder's response. Please include in your response manufacturers' model numbers along with prices of items offered. Submit complete descriptive literature and specifications on all items offered. Bids which fail to comply may be subject to rejection.

2.15 PROPOSAL SUBMITTAL

IMPORTANT NOTE: <u>This is an absolute requirement.</u> Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. <u>It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening</u>. The date and time of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal submission deadline will be rejected.

If applicable to this RFP and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: https://eprocurement.nc.gov/news-events/evp-updates-vendors.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.16 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in The CMBE rejecting Vendor's proposal, in The CMBE's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

a) Cover Letter, which must contain the following: (i) a statement that confirms that the Vendor has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
c) Completed and signed version of EXECUTION PAGE (page 1).
d) Signed receipt pages of any addenda released in conjunction with this RFP.
e) Vendor's Proposal addressing all Specifications of this RFP. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
f) Completed and signed version of the following:
    a. ATTACHMENT A: PRICING
    b. ATTACHMENT D: MWSBE
    c. ATTACHMENT E: CUSTOMER REFERENCE FORM
    d. ATTACHMENT F: NC LUNSFORD
    e. ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS
    f. ATTACHMENT I: CERTIFICATION OF INDEPENDENT PRICING
    g. ATTACHMENT J: CERTIFICATION REGARDING DEBARMENT
    h. ATTACHMENT L: CERTIFICATION OF FINANCIAL CONDITION

2.17 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #___ *[for 'name of Vendor']"*. Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal. Each proposal must be complete and independent of other proposals offered.

2.18 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this *RFP*:

CMBE or CMBOE – The Charlotte-Mecklenburg Board of Education.
CMS – Charlotte-Mecklenburg Schools
RFP – Request for Proposal
INSTRUCTIONS – Instructions for Request for Proposal (Attachment B)

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria The CMBE shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in The CMBE's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract to a single Vendor, The CMBE reserves the right to make separate awards to different Vendors for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to The CMBE to do so.

The CMBE reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions To Vendors entitled COMMUNICATONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP, or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The CHARLOTTE MECKLENBURG BOARD OF EDUCATION will conduct a Two-Step evaluation of Proposals:

Proposals will be received from each Vendor as two separate volumes - the Technical Proposal and the Cost Proposal. Both proposals (Technical and Cost) shall be signed and dated by an official authorized to bind the firm. Unsigned proposals <u>will not</u> be considered.

NOTE: No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. Inclusion of any cost information in the technical proposal and/or any technical information in the cost proposal shall constitute sufficient grounds to reject Vendor's proposal.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section 2.4 above, unless modified by Addendum. Vendors are cautioned that this is a request for proposals, not a request to contract, and The CMBE reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of The CMBE.

Upon completion of the technical evaluation, the cost proposals of those Vendors whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each Vendor will be tabulated and become a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not.

Upon completion of the evaluation process, The CMBE will make award(s) based on the evaluation and post the award(s) to *the* electronic Vendor Portal (eVP), https://evp.nc.gov, under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to The CMBE.

The CMBE reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with The CMBE.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to The CMBE:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow The CMBE to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded off against, other non-price factors.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to The CMBE:

- 35% - Demonstrated capability, staffing resources, and compliance with strict IPM methodologies
- 30% - Total cost of the IPM
- 20% - Verifiable experience, licenses and references in institutional food service environments
- 15% - Quality of reporting methods, digital logbook access, and response speed.

3.5 PUBLIC BID OPENING

Since bid submissions will be opened electronically when they are released to the buyer by the State of North Carolina's software, the public bid opening (reading of the names of the companies submitting bids) will be facilitated either by a conference call or by online meeting software. Should you wish to join the public bid opening, contact the buyer at the email listed on the first page of the bid no later than 10 am (EST), the day of the bid opening. If you do not receive confirmation within the hour, please phone the buyer.

3.6 BUY AMERICAN PROVISION

Section 104(d) of the William F. Goodling Child Reauthorization Act of 1998 requires schools participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to purchase to the maximum extent possible, domestic commodities or products used in meals serves in the NSLP and SBP. "Domestic commodity or product" is defined as one that is produced in the United States and over 51 percent of the final processed product consists of agricultural commodities that are grown domestically.

3.7 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.

3.8 N.C. LAW CLAUSE

Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of North Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the successful bidder agrees to subject him/herself to the jurisdiction and process of the courts of the State of North Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

3.9 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by The CMBE; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, The CMBE will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy The CMBE's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in The CMBE exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change in a requirement would allow for The CMBE to receive a better proposal, the Vendor is encouraged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall include the total price for each site, including supervision, labor, materials, and equipment necessary to accomplish the inspection, monitoring, trapping, pest management, and pest removal components of the IPM program. Complete ATTACHMENT A: Pest Control Price Sheet and include in Vendor's proposal.

4.2 SERVICE REQUIREMENTS

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

1. Service is to be available 24-7, 365 days per year.

2. Office phone line service to be available from 7-4 M-F

3. All services are to be provided by the proposer (no subcontracting except in special circumstances and with written approval in advance from CMS)

4. All pesticides, insecticides, rodenticides, insect growth regulators (IGRs), baits, dusts, and other pest control products used on District property shall:
    a. Be EPA-registered and labeled for use in food-service establishments.
    b. Be applied in strict accordance with manufacturer label instructions and applicable laws and regulations. Be selected to minimize risks to students, staff, food products, equipment, and the environment.
    c. Be limited to crack-and-crevice treatments, bait applications, insect growth regulators, and other targeted application methods whenever practical.
    d. Not be applied directly to food, food-contact surfaces, food preparation equipment, utensils, or food storage areas.
    e. Be used only by properly licensed and certified pest control technicians.
    f. Be documented in service reports identifying the product name, EPA registration number, active ingredient, application location, and amount applied.

5. Preference shall be given to low-toxicity control methods, including gel bait, insect growth regulators, monitoring devices, borate or silica-based dust in inaccessible voids, and tamper-resistant rodent bait stations where appropriate.

6. Proposer shall maintain valid licenses by the state of North Carolina to accomplish all the service requirements.

7. PESTS INCLUDED: The contractor shall adequately suppress the following pest:

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

8. PESTS EXCLUDED: The following pests are excluded from this Contract:
    A. Termites and other wood-destroying organisms.
    B. Mosquitoes.

C. Pests that feed on outdoor vegetation.

9. Contractor shall respond to all service calls within 24 hours and must communicate information to the designated CMS contact.

10. Contractor must receive approval (in the form of an approved CMS Purchase Order) in advance from CMS contact for any treatment not specifically noted in this RFP or proposal.

11. Contractor shall leave written summary with cafeteria manager describing work performed and status of repair:
    - "Completed"
    - "Parts ordered-estimated return date_____"
    - "Approval required

12. Contractor to send e-mail of service report to the designated CMS Contacts and Café Manager, on same day as service.

4.3 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the Charlotte-Mecklenburg School district with all transportation costs and fees included in the total proposal price.

When an order is placed using a purchase order, the purchase order number shall be shown on all work orders, packages, and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.4 DELIVERY AND INSTALLATION

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

CMS site work is being completed.

Vendor shall complete delivery within *5* consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from ____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

4.5 WARRANTY

Vendor warrants that all equipment furnished under this RFP will be newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer's warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians' travel at no additional cost to The CMBE, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer's warranty terms shall apply. Vendor's warranty shall be at least the level of coverage provided for its comparable customers.

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

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? ☐ YES ☐ NO

Will the Vendor provide warranty service? ☐ YES ☐ NO, a manufacturer-authorized third party will perform warranty service.

Contact information for warranty service provider:

Company Name: ____

Company Address: ____

____

Contact Person (name): ____

Contact Person (phone number): __________________________________

Contact Person (email): ____

4.6 CLEAN UP REQUIREMENTS

Upon completion of any service, the contractor shall remove and properly dispose of all waste and debris from the site. The contractor shall be responsible for leaving the service area clean and ready to use.

4.7 TRAINING

All contractors' technicians shall maintain appropriate licenses and/or certifications to inspect and/or perform work as described in this RFP.

4.8 OPERATIONAL SUPPORT

1. On a regularly scheduled basis the contractor will make recommendations to the School Nutrition Dept. to improve system efficiency and reliability, or to reduce operational costs.
2. Contractor will provide the designated Student Nutrition contact with a written summary of preventative maintenance services performed each cycle, noting school, date and areas serviced.
3. Contractor will provide quarterly, year-to-day and annual cost summaries with a breakdown of charges for each service area and labor. These reports are due by the tenth calendar day after the close of each quarter.

4.9 SAFETY

1. School Nutrition Services is to receive advance notification (and provide written approval) in the event that vendor intends to utilize services of a subcontractor. Vendor will have a representative on the work site when a lower tier subcontractor is performing any work, even if no work is being performed by Contractor's direct work forces. This representative shall be responsible for assuring that applicable safety, health, and environmental rules and regulations are observed and in addition shall be responsible for responding to medical emergencies related to subcontractor's employees or sub-subcontractors.

2. All service personnel are to wear clearly visible company badge with photo at all times when on CMS property.

3. All technicians are to employ good safety practices and utilize appropriate safety precautions and equipment as necessary to assure the safety and convenience of cafeteria staff and general public.

4. Contractor to construct and maintain satisfactory and substantial barriers with warning lights and proper signs as necessary or required for safety while performing services.

NOTE: The CMBE has a smoke and vape-free site policy and as such must restrict the use of all tobacco products, vapes or E-cigarettes on school property. All contractors shall follow all CMS Schools safety and health policies while on CMS Properties

4.10 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is CHARLOTTE MECKLENBURG BOARD OF EDUCATION policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support The CMBE's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: MWSBE.

4.11 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to CHARLOTTE MECKLENBURG BOARD OF EDUCATION. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

4.12 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The CMBE *may* contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained may be considered in the evaluation of the proposal.

4.13 VENDOR'S REPRESENTATIONS

If the proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of The CMBE under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.14 QUESTIONS TO VENDORS

Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

4.15 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT L: CERTIFICATION OF FINANCIAL CONDITION. The CMBE is requiring this certification to minimize potential performance issues from Contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify The CMBE within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.17 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☐ Small Purchases

☐ Contract value in excess of the Small Purchase threshold, but up to $1,000,000.00

☐ Contract value in excess of $1,000,000.00

4.18 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANT.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

CMBE School Nutrition Department seeks qualified contractor(s) to provide an Integrated Pest Management Program (IPM) that emphasizes prevention, monitoring, sanitation, exclusion, and targeted treatment strategies. Chemical controls shall be used only when necessary and in accordance with all federal, state, and local regulations for the school cafeterias of the district, (see all schools on our home page link www.cmsk12.org). Proposers must offer service to the entire district. By submission of a proposal, you guarantee that all services and goods meet the requirements of the RFP during the contract period.

5.2 INTEGRATED PEST MANAGEMENT PLAN

The Contractor shall submit to Charlotte Mecklenburg Schools an Integrated Pest Management (IPM) Plan at least ten (10) working days prior to the starting date of the contract. Upon receipt of the IPM Plan, CMS will render a decision regarding its acceptability within ten (10) working days. The Contractor shall be on-site to perform the initial service visit for each building within the first thirty (30) working days of the contract.

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

A. *Proposed Methods for Pest Identification, Monitoring, and Detection:* The Contractor shall provide information on procedures to be used to identify pests, as well as describe methods and procedures to be used for identifying sites of pest harborage and access, for making objective assessments of pest population levels, and for determining the need to implement specific control measures throughout the term of the contract.

B. Description of any Structural or Operational Changes That Would Facilitate the Pest Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, access, or other conditions conducive to pest problems.

C. Proposed Materials and Equipment for Service: The Contractor shall provide the following information:

1) A list of all pesticide products to be used. This list shall include each product's brand name, the common name of the active ingredient, and the "signal word" ("Caution", "Warning" or "Danger"), as defined under 40CFR 156.10(i)

2) A list of the brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide service.

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

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

1) The phone number for the currently designated state poison control center.

2) The names and phone numbers of at least two individuals who are designated as the primary and secondary 24-hour contacts for information concerning any aspects of the pest control service being provided.

3) A photocopy of the valid North Carolina Commercial Pesticide Applicator License(s) under which all pest control is to be performed.

4) A photocopy of the Contractor's valid Certificate of Insurance.

5) A list of all Contractor employees who will be performing on-site service under this contract; this list shall include the employee's name and a statement of whether the employee is a licensee, certified applicator or registered technician, as described in the regulations of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS).

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

5.3 RECORDING KEEPING

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

A. Integrated Pest Management Plan: A complete copy of the Contractor's approved IPM Plan.

B. Pest sighting log: A form that permits school personnel to record the location of any pest sightings. The Student Nutrition Contact will review and approve the design of this form prior to its distribution and use at the facilities. CMS will be responsible for informing and educating all site staff about methods for reporting pest observations in the log.

C. Contractor's Service Report: The Contractor shall document site-specific pest findings and subsequent control measures performed during the service visit. A separate form is not required if the Pest Sighting Form is designed to incorporate this information.

5.4 THE MANNER AND TIME TO CONDUCT PEST MANAGEMENT ACTIVITIES

A. *Time Frame of Service Visits:* The Contractor shall conduct routine pest management activities after school hours (except for non-serving areas of the cafeteria) to avoid class disruption. All contractor employees shall adhere to all policies for notifying local personnel that the employee is on-site and working in the building. When it is necessary to perform work outside of the regularly scheduled service time set forth in the IPM Plan, the Contractor shall notify CMS at least one (1) day in advance except when CMS Student Nutrition requests emergency service as described in Section 5.5 of this RFP. The designated CMS Student Nutrition Contact shall approve such changes before any work is done.

B. *Areas to be serviced and inspected every four (4) weeks:* It is the intent of this proposal to cover those portions of all school buildings and facilities of CMS that are connected directly with the Student Nutrition Program. Such areas include cafeteria serving areas, kitchens, storage rooms for cafeteria supplies, equipment and/or materials, can wash areas, dining rooms, foyers, halls or entrances immediately adjacent to the cafeteria areas, kitchens, and storage rooms and the central food service warehouse. All other others are to be spot treated on an "as needed/emergency basis" only. The information gathered from the pest sighting reports will determine the level and type(s) of treatment needed.

C. *Safety and Health:* The Contractor shall observe all applicable safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable federal, state, and local safety and health requirements, as well as specific pest control product label instructions. Where there is a conflict between applicable regulations, the most stringent will apply.

D. *Compliance:* The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The contractor's liability insurance must be enforced throughout the term of this contract.

E. *Special Entrance:* Certain areas within some buildings may require special instructions for persons entering them. Any restrictions associated with these special areas will be explained by the Student Nutrition Contact. The Contractor shall adhere to these restrictions and incorporate them into the IPM Plan.

F. *Uniforms and Protective Clothing:* All Contractor personnel working in or around buildings specified in this contract shall wear distinctive uniform clothing and a photo ID badge. The Contractor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards and to any specific label requirements for the products being used.

G. *Vehicles:* Vehicles used by the Contractor shall be identified in accordance with state (NCDA&CS and NCDOT) and local regulations. While on-site, all service vehicles shall be secured to prevent unauthorized access to chemicals and equipment. Service vehicles shall be equipped with appropriate pesticide spill control equipment in accordance with NCDA&CS regulations. All pesticides on contractor vehicles shall remain locked or remain inaccessible while vehicles are unattended.

5.5 SPECIAL REQUESTS AND EMERGENCY SERVICE

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

5.6 CONTRACTOR PERSONNEL

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

5.7 INSECT CONTROL

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

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

Where pesticides are used, the Contractor shall use reduced-risk materials and methods of application in accordance with a food-service establishment and food contact preparation and serving surfaces.

A. Monitoring: Monitoring devices (Sticky traps, light traps, etc.) shall be used to guide decisions on appropriate pest control measures and subsequently to evaluate the effectiveness of these measures.

B. Insecticide Bait Formulations: Non-volatile bait formulations shall be the first choice for cockroach and ant control. If possible, baits shall be applied or placed in areas that cannot be accessed by children or building occupants.

C. Application of Insecticides to Cracks and Crevices: As a general rule, the Contractor shall apply liquid/dry insecticide formulations as "crack and crevice" treatments only, defined in this contract as treatments in which the formulated insecticide is applied to hidden or protected areas that are used as harborage sites by pests.

D. Application of Insecticides to Exposed Surfaces: Application of insecticides to exposed surfaces shall be restricted to exceptional circumstances where no alternative effective measures are practical. The Contractor shall obtain approval prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while the treatment site is occupied. The Contractor shall take all necessary precautions to ensure occupant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

E. Space sprays: Application of pesticides as space sprays ("fogging") must follow the same restrictions outlined for surface sprays. Space sprays must be timed to allow the specific treatment site to remain unoccupied for a minimum of 24 hours. The Contractor shall be responsible for ventilating the treatment site in accordance with instructions on the product label before school personnel reenter the site.

5.8 RODENT CONTROL

A. *Indoor trapping: As* a general rule, rodent control inside buildings shall be accomplished with trapping devices only. All such devices shall be placed so as to conceal them from general view, make them inaccessible to building occupants, and to protect them from any adverse effects of routine cleaning and other operations.

B. *Trapping devices* shall be checked on a regular schedule. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate manner.

C. *Use of Rodenticides: In* exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside buildings, the Contractor shall obtain approval from CMS prior to making any interior rodenticide treatment. ONLY block (paraffin-based or other types) rodenticides shall be used. Pellet/pack bait formulations and packaging shall not be used in/around school buildings. All bait shall be placed in EPA-approved tamper-resistant bait boxes that can be secured to a surface.

D. *Use of Bait stations:* All bait stations shall be maintained in accordance with EPA and NCDA&CS regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following five (5) points:

1) All bait stations shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

2) The lids of all bait stations shall be securely locked or fastened shut.

3) All bait boxes shall be securely attached or anchored to floor, ground, wall, or other immovable surfaces, so that the stations cannot be picked up or moved by unauthorized personnel.

4) Bait shall always be secured in the feeding chamber of the station and never placed in the runway or entryways of the stations where it could be removed or dislodged.

5) All bait stations shall be labeled with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and each service.

E. *The locations of all trapping devices and baiting stations* will be recorded in the site's logbook. The Contractor shall record all changes/additions to this information before leaving the site during that service visit. The Contractor will provide the Student Nutrition Contact with a key and instructions for opening bait stations in the event of an emergency.

5.9 USE OF PESTICIDES

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

A. *Minimization of Risk:* Where pesticide use is necessary, the Contractor shall emphasize "reduced risk measures", i.e., the Contractor shall employ materials, quantizes and application methods that minimize the risk or hazard of exposure to the applicator, building occupants, and the environment in general.

B. S*election of pesticide products: The* order of selection of pesticides shall be:

1. Products with a "Caution" signal word,
2. Products with a "Warning" signal word,
3. Products with a "Danger" signal word.

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

C. *Approved Products:* The Contractor shall not apply any pesticide product that has not been included in the Pest Control Plan or has not been approved in writing. Any addition to the list of approved pesticides must be submitted to the Student Nutrition Contact five (5) working days prior to the proposed date of use. The Student Nutrition Contact shall render a decision on the proposed addition within three (3) working days. Prior to the use of any new approved pesticide products, the Contractor shall provide product labels, labeling and MSDS in the logbooks of each site where the products are to be used.

D. *Pesticide Storage:* The Contractor shall not store any pesticide product in the buildings specified in this contract.

E. *Approved Applicators:* Only Contractor employees shall apply pesticides under the terms of this contract. The Contractor shall not provide pesticide products to non-certified school employees for their use in/around the building and property.

5.10 VERTEBRATE PEST CONTROL (OTHER THAN COMMENSAL RODENTS)

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

5.11 STRUCTURAL MODIFICATIONS AND RECOMMENDATIONS

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

5.12 PROGRAM EVALUATION

The designated CMS Student Nutrition Facilities & Equipment Specialist will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

5.13 QUALITY CONTROL PROGRAM

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

The program shall include at least the following items:

A. Inspection System: The Contractor's quality control inspection system shall cover all the services stated in this contract. The purpose of the system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or the Student Nutrition Contact identifies the deficiencies. For the duration of this contract, the contractor shall carry out such inspections on a quarterly basis.

B. Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. Every task shall be included on the checklist for every building or site serviced by the Contractor.

C. File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and a copy provided to the designated CMS Contacts and Café Manager.

D. Inspector(s): The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

5.14 SCHOOLS AND FACILITIES

101 elementary schools dining rooms and kitchens, 29 middle school dining room and kitchens, 33 traditional high schools dining rooms and kitchens, 1 food service warehouse, and 1 the School Nutrition Office @ Stafford Drive

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to The CMBE a contract manager. The contract manager shall be The CMBE's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to The CMBE for customer service. The customer service point of contact shall be The CMBE's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to enter proposed technician(s). The technician shall be the CMBE's point of contact in the field for equipment/maintenance related issues concerning performance/health of equipment. Please include separate sheet for technicians if needed, format must remain the same as below.

Technician Name	YRS in Industry	Yrs with Proposer	Certifications held by technician

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of The CMBE, shall be required to meet periodically with The CMBE for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The CMBE encourages the Vendor to identify opportunities to reduce the total cost The CMBE. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The CHARLOTTE MECKLENBURG BOARD OF EDUCATION shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by The CMBE shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, The CMBE may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line-item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS AND OR SERVICE IS ACCEPTED.

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to The CMBE's Contract Manager for resolution. Any claims by The CMBE shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 PRODUCT RECALL

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

6.8 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for three hundred sixty-five (*365)* days from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both The CMBE and Vendor in advance of any price increase going into effect. The CMBE is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by The CMBE at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.9 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by The CMBE and Vendor.

6.10 DATA CONFIDENTIALITY AND SECURITY AGREEMENT

As a condition of acceptance to work with The Charlotte Mecklenburg Board of Education, the awarded vendor will be required to complete the Data Confidentiality and Security Agreement as it relates to Charlotte Mecklenburg Schools students' and employees' personal identifiable information.

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7.0 ATTACHMENTS

IMPORTANT NOTICE

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this RFP is included as an attachment. All submissions must be electronic, no handwritten responses.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference.

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference.

ATTACHMENT D: MINORITY, WOMEN'S, SMALL BUSINESS ENTERPRISES

Complete, sign, and return the Historically Underutilized Businesses (HUB) Vendor Information form with your proposal.

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete, sign, and return the Customer Reference Form with your proposal.

ATTACHMENT F: NC LUNSFORD

Complete, sign, and return NC Lunsford with your proposal.

ATTACHMENT G: LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Complete, sign, and return the Lobbying Activity Certification for Federal Grants with your proposal.

ATTACHMENT H: CONTRACT TEMPLATE

CMBE Contract Template for reference only. * Do not return with Proposal *

ATTACHMENT I: CERTIFICATION OF INDEPENDENT PRICING

Complete, sign, and return the Certification of Independent Pricing with your proposal.

ATTACHMENT J: CERTIFICATION REGARDING DEBARMENT

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents and must be signed and returned with your proposal.

ATTACHMENT K: INTENSIONALLY OMITTED

ATTACHMENT K HAS BEE INTENTIONALLY OMITTED.

ATTACHMENT L: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition.

***** Failure to Return the Required Attachments May Eliminate Your Response from Further Consideration *****