

The Southwest Charlotte STEM Academy Board of Education will receive sealed Requests for Proposal (RFP) for the provision of **Food and Non-Food Items for The North Carolina Charter Alliance** as specified herein. Bids must be received by **10:00 AM. on May 25, 2021.** Late bids will neither be considered nor returned.

Deliver Bids To:

**Foodservice RFP# 01
Southwest Charlotte STEM Academy
c/o Melanie Romano, MS, LDN, RDN
5203 Shopton Road
Charlotte, NC 28278**

The Bid Envelope must show the Bid Number, Bid Name & Bid Opening Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 ADDITIONAL INFORMATION:** The North Carolina Charter Alliance wants requests for additional information routed to Melanie Romano, MS, LDN, RDN, School Nutrition Director, at 980.505.8344 Ext 1128. Questions may be e-mailed to mromano@scstemacademy.org. Information about The North Carolina Charter Alliance and current solicitations may be obtained on the Internet at Southwest Charlotte STEM Academy's website, <https://scstemacademy.org/>.
- 1.2 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Southwest Charlotte STEM Academy for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3 ALTERNATIVE BIDS:** Southwest Charlotte STEM Academy will not accept alternate bids (those not equal to specifications) unless authorized by the Request for Proposal.
- 1.4 AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications which presents the product or service that is in the best interest of Southwest Charlotte STEM Academy. Southwest Charlotte STEM Academy reserves the right to award this bid on an all-or-none basis. The evaluation criteria are listed herein. Southwest Charlotte STEM Academy, or any North Carolina Charter Alliance boards also reserve the right to not award this bid.
- 1.5 BID DELIVERY:** Southwest Charlotte STEM Academy requires bidders, when hand delivering bids, to time date and stamp the envelope when dropping it off at the Southwest Charlotte STEM Academy. The time clock in the Southwest Charlotte STEM Academy lobby shall become the official record of time. Southwest Charlotte STEM Academy shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than one (1) hour prior to the bid opening time.
- 1.6 Solicitations must be in a sealed envelope/box prior to entering the Southwest Charlotte STEM Academy office.** Southwest Charlotte STEM Academy personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Southwest Charlotte STEM Academy is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.
- 1.7** Southwest Charlotte STEM Academy and the North Carolina Charter Alliance is committed to ensuring full and equitable participation for all disadvantaged businesses. Southwest Charlotte STEM Academy welcomes submittal from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Southwest Charlotte STEM Academy and the North Carolina Charter Alliance strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

- 1.8 **CONFLICT OF INTEREST:** Vendors must have read and complied with the “non-conflict of interest” statement provided in the vendor registration process prior to the opening of this solicitation.
- 1.9 **COPIES:** Southwest Charlotte STEM Academy requires that bids be submitted as one (1) marked original and one (1) exact copies. Bidders must also submit the Excel pricing sheet via Flash Drive with their response.
- 1.10 **DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.11 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.12 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Southwest Charlotte STEM Academy **will not** accept electronically transmitted bids. Due to the nature of information requested, all submissions shall be in written format.
- 1.13 **INCURRED COSTS:** Southwest Charlotte STEM Academy will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.14 **MULTIPLE BIDS:** Southwest Charlotte STEM Academy will consider multiple bids that meet specifications.
- 1.15 **NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
- 1.16 **PAYMENT METHOD:** Each North Carolina Charter Alliance member will be responsible for placing orders for products and/or services. Each member school, and their Board of Education, will be solely responsible for their own purchase orders and payments to the awarded distributor. Southwest Charlotte STEM Academy bears no financial responsibility for any party not under their immediate jurisdiction.
- 1.17 Some members may choose to use a Procurement Card or EFT for payment. Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Procurement Cards (VISA) as a form of payment. Bidders are prohibited to charge any North Carolina Charter Alliance members or Southwest Charlotte STEM Academy any type of merchant fee from their financial institution to accept this type of payment.
- 1.18 **POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Southwest Charlotte STEM Academy property or any North Carolina Charter Alliance member school without prior written consent from the member school. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.

- 1.19 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment for any and all North Carolina Charter Alliance member schools.
- 1.20 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Southwest Charlotte STEM Academy will make the final determination as to the vendor's ability.
- 1.21 RECYCLING:** Southwest Charlotte STEM Academy, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- Be submitted on recycled paper
 - Not include pages of unnecessary advertising
 - Be made on both sides of each sheet of paper
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire RFP packet and to notify Melanie Romano, MS, LDN, RDN if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received may be considered ambiguous.
- 1.23 SIGNING OF BIDS:** In order to be considered, all bids must be signed. Please sign the original in blue ink.
- By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document.
- 1.24 TAXES:** Southwest Charlotte STEM Academy, and North Carolina Charter Alliance member schools' purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. Section 2000 et seq. It is the policy of Southwest Charlotte STEM Academy that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.26 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.27 VENDOR DEFAULT:** Southwest Charlotte STEM Academy, reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.
- 1.28 VENDOR REGISTRATION:** Prior to the opening of this bid, ***ALL BIDDERS MUST*** send an email to Melanie Romano MS, LDN, RDN at mromano@scstemacademy.org indicating an interest in submitting an RFP response prior to submitting their RFP response.
- 1.29 WAIVING OF INFORMALITIES:** Southwest Charlotte STEM Academy reserves the right to waive minor informalities or technicalities when it is in the best interest of Southwest Charlotte STEM Academy and North Carolina Charter Alliance member schools.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Southwest Charlotte STEM Academy reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Southwest Charlotte STEM Academy without the prior written approval of tSouthwest Charlotte STEM Academy .
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Southwest Charlotte STEM Academy or any North Carolina Charter School Alliance member for the goods or services in any fiscal year, or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Southwest Charlotte STEM Academy.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) years from the date of the final payment under this agreement for inspection by Southwest Charlotte STEM Academy or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all Federal, State, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Southwest Charlotte STEM Academy may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Southwest Charlotte STEM Academy expressly retains all its rights and remedies provided by law in case of such breach; and no action by Southwest Charlotte STEM Academy shall constitute a waiver of any such rights or remedies. In the event of termination for default, Southwest Charlotte STEM Academy reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.8 GOVERNING LAW:** The laws of the State of North Carolina shall govern this Contract, and all obligations of the parties are performable in all counties throughout North Carolina. The Business Court and/or the District Curt or Superior Court presiding oiver cases in Mecklenburg County of the State of North Carolina, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.9 INCORPORATION:** All specifications, drawings, technical information, RFP, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Southwest Charlotte STEM Academy and any North Carolina Charter Alliance member schools its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools inspects and formally accepts the goods and/or services. Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools reserve the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such non-conformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- 2.13 IRAN DIVESTMENT ACT:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to NC S.L. 2015-118; SB455.
- 2.14 LIMITATIONS OF LIABILITY:** In no event shall Southwest Charlotte STEM Academy or North Carolina Charter Schools Alliance member schools be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Southwest Charlotte STEM Academy or North Carolina Charter Schools Alliance member schools have been advised of the possibility of such damages.
- 2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of In no event shall Southwest Charlotte STEM Academy or North Carolina Charter School Alliance member schools as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.16 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.17 REMEDIES:** Southwest Charlotte STEM Academy or North Carolina Charter School Alliance member schools shall have all rights and remedies afforded under the U.C.C. and North Carolina in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.18 RIGHT TO INSPECT:** Southwest Charlotte STEM Academy reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.19 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.20 TAX COMPLIANCE:** Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by Southwest Charlotte STEM Academy.
- 2.21 TERMINATION:** Southwest Charlotte STEM Academy may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.22 WARRANTY:** Contractor warrants to Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Southwest Charlotte STEM Academy all warranties allowed under the U.C.C., Contractor shall provide copies of warranties to the Southwest Charlotte STEM Academy upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 INTENT:** The intent of these specifications is to set forth and convey to prospective vendors the general type and quality of Food/Non-Food items desired by various government agencies. Award is based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality and other factors detailed herein. 5

- 3.2 ACCEPTANCE:** Bidders are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Southwest Charlotte STEM Academy, or North Carolina Charter School Alliance member schools so stating.
- 3.3 ADDITIONS OR DELETIONS OF GOODS:** Southwest Charlotte STEM Academy reserves the right to add or delete goods or services as the need arises. If items are to be added, Southwest Charlotte STEM Academy and the Contractor will arrive at a mutually agreed price.
- 3.4 AUDITS:** Audits may be made of a vendor's cost records as follows:
- Prior to award of contract on items supported by a third party invoice or bid confirmation
 - Every 6 months
 - At any time monthly price reviews indicate a problem might exist
- The vendor shall be given notice of the intent of the agency to conduct an audit as follows:
- The date shall be scheduled a minimum of one month in advance
 - A list of items and dates of price changes shall be given three (3) working days in advance
- The vendor shall provide acceptable documentation as follows:
- Manufacturer's invoices
 - Freight bills
 - Perpetual inventory records
 - Market bulletins – used for distributor manufactured items and inner company billing items, when price change occurs
- Recurring or excessive pricing may result in contract termination.
- 3.5 AWARD LENGTH:** The length of this Contract will be one (1) year with the option to renew upon mutual consent of both parties. The term agreement may be renewed for four (4) one-year periods, one (1) year at a time, for a possible total of five (5) years. Southwest Charlotte STEM Academy reserves the right to purchase these goods from other sources if the need arises. Southwest Charlotte STEM Academy reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.6 BIDDER QUALIFICATIONS:** Bidders must meet the minimum specifications and requirements in regards to invoicing, reporting, delivery, mark-outs, etc. Responses from bidders who do not meet the minimum requirements will not be considered
- 3.7 BIDS REQUESTED ON BRANDS OR EQUAL:** Unit price bids are requested on products that equal or exceed the quality and performance of the brands and model numbers listed. References to brand names, trade names, model numbers or other descriptions peculiar to specific brand products are made to establish a required level of quality and functional capabilities, and are not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid.
- It shall be the responsibility of the bidders, including bidders whose product is referenced to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid. **Samples may be required, upon request. Failure to provide a sample may result in a disqualification of substituted product. Any product deemed not substitutable will be calculated at the highest price submitted for that line item by other offerers.**
- 3.8 BILLING FOR AGENCIES:** A separate statement for each member school will be prepared monthly. Invoices must be delivered or sent each week and statements will be forwarded in accordance with good business practices. Statements must contain:
- Name of School
 - Total of each individual invoiced delivery for the month
 - Total of all invoiced deliveries of the month
 - Total of all credits from shortages or damaged products for the month
 - All discounts for early payment begin the date of the original invoice.

3.9 COOPERATIVE PURCHASING: It is the intent of this RFP solicitation to add additional affiliated charter schools in the future. Freight charges can be adjusted to reflect differences in delivery costs. Indicate any additional delivery charges or minimum orders for purchases in any areas outside metro Charlotte. Existing North Carolina Charter School Alliance member schools, and known potential sites will be listed in **Addendum 3**

3.10 DELIVERY: Contractor must schedule delivery with each member school. Delivery schedules may differ per school. However, it is anticipated that deliveries will be made at a minimum of one to twice per week.

3.11 DELIVERY FAILURES: Failure of a vendor to deliver within the time specified, or within reasonable time as interpreted by the participating schools, or failure to make replacements of rejected items when so requested, immediately or as directed by the participating schools nutrition program administrators, shall constitute authority for the participating school to purchase in the open market items of comparable grade to replace the items rejected or not delivered. On all such purchases the vendor shall reimburse the participating school, within a reasonable time specified by the agency, for any expense incurred in excess of the contract price.

3.12 DELIVERY TIME: Bidders must state the proposed delivery days and delivery windows for each participating member school.

3.13 DESTINATION AND DELIVERY: Bidders must include all destination and delivery charges in their price. **There will be no extra hidden charges.** Delivery must be “free on board” to the each member school. No fuel charges will be allowed.

3.14 ELECTRONIC ORDERING: If vendor has a system of electronic ordering, vendor must include details of the system with their bid. Participating schools may order electronically.

3.15 EVALUATION CRITERIA:

Cost	50 Points	All costs will be calculated to the smallest unit of measurement to equally calculate required portion size and equivalent case price. The Contractor with the lowest total aggregated value of proposal will receive the full 50 points, all other total aggregated values will be divided by the lowest aggregated total submitted to provide a percentage of the 50 points the remaining contractor's proposal will receive, rounded down
Product Selection	10 Points	Points will be given based on adherence to specified items and number of specified items with equivalent items submitted
Nutritional Data	10 Points	Points will be allocated based on accuracy and content of nutritional data provided for items submitted, including nutritional data sheets, CN Labels and CN equivalency labels, and items locally sourced
School References	10 Points	Please provide a list of school foodservice references
Marketing & Support	10 Points	Points will be assessed based on marketing, menus, food shows, technology, ordering, billing, and other distributor client support systems
Deliveries	10 Points	Minimum Drop Size by Dollar Value (Lowest drop size receives 5 points, all others divisible by lowest value to determine percentage of points received, rounded down.) Proposed delivery schedule, including days and delivery windows up to 5 points additional

3.16 EVALUATION REVIEW: Southwest Charlotte STEM Academy reserves the right to use all pertinent information that might affect the judgment as to the appropriateness of an award to the best evaluated bidder. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made part of the evaluation file. Southwest Charlotte STEM Academy shall have sole responsibility for determining a reliable source and reserves the right to conduct written and/or oral discussions/interviews after the bid opening to provide clarification and/or additional information to make an award that is in the best interest of Southwest Charlotte STEM Academy and the North Carolina Charter School Alliance member schools.

- 3.17 FOOD LAWS AND STANDARDS:** All foods must be made and processed under the best possible sanitary conditions in USDA inspected plants and in strict accordance with city, state and the Natural Pure Foods Laws and Health Regulations. All food shall conform in every respect to the provisions of the Federal Food and Drug Act of June 30, 1906 and amendments there to and understood by all proposers that the food delivered must be wholesome and of the quality designated for the end consumer. All products must be of the latest pack and guaranteed top Grade A.
- 3.18 FORCE MAJEURE:** The various agencies recognize that national and/or international occurrences, unforeseen and beyond the control of the vendor, may impact distribution costs. The discounted pricing of this bid is to be based upon known and calculated expenses; therefore should the unexpected occurrences (i.e. natural disasters, drought, etc.) happen as stated above, the vendor may request relief for the duration of said occurrence.
- 3.19 INCLEMENT WEATHER:** During periods of inclement weather in North Carolina, Southwest Charlotte STEM Academy and the North Carolina Charter School Alliance member schools will enact the following procedures in regards to solicitations and weather delays.
- If Administrative offices close prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
 - Other weather issues shall be at the sole discretion of the SNP Director of Southwest Charlotte STEM Academy
 - Southwest Charlotte STEM Academy and the North Carolina Charter School Alliance member schools shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 3.20 INSPECTION OF ITEMS DELIVERED:** All items delivered must be in strict accordance with the specifications contained herein and will be subject to tests by the Food Service representatives and the North Carolina Department of Health, conducted on a random sampling basis during the life of the contract.
- If requested to do so, the vendor will furnish the U.S. Department of Agriculture and Department of Interior Certificates and Certifications of grades. All costs incurred in obtaining certification will be borne by the vendor.
- 3.21 INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirements form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurances required for this project. Upon notification of Intent to Award, the successful vendor will be required to submit a Certificate of Insurance showing the specified coverage's and naming each participating member school as additional insured. The Certificate of Insurance must be current at all times in the Southwest Charlotte STEM Academy School Nutrition office.
- 3.22 INVOICES:** All food service accounts are payable from the agency placing the order. Each vendor must adhere to the following instructions.
- All invoices MUST contain the following information:
- Name of School
 - Name of each item
 - Quantity of each item
 - Unit price
 - Extension of each price
 - Fixed Delivery Fee
 - Total for all items
 - Notation of shortages
 - Signature of authorized receiving personnel
- The vendor MUST insure invoices in triplicate
- The original must be sent weekly to the Food Service office of the ordering agency
 - One (1) left with the manager or cook
 - One (1) copy returned to the vendor
- All cancellations and/or returns MUST be shown on invoices or pick-up tickets.
Vendors must provide a sample invoice with their response.
- 3.23 LINES OF COMMUNICATION:** Only the Food Service Supervisor or their designee shall place orders, instruct or make requests of the successful Contractor. All communications between the participating schools with the distributor shall be in writing with a copy to Southwest Charlotte STEM c/o Melanie Romano, MS, LDN, RDN or her designated representative. The successful Contractor must designate a representative (contact person) to deal with day-to-day problems, matters concerning the account, policy, negotiations, etc.

In addition, the successful shall appoint an account sales representative to confer with the participating Food Service representatives in matters relating to products, product substitution, mark-outs and delivery schedules.

- 3.24 MARK-OUTS:** The successful Contractor agrees that a mark-out rate of three (3) percent is the standard for measuring delivery performance. The percentage will be determined on mark-outs for shipping units by category for the participating agencies on a monthly basis.

Vendor agrees to notify a participating agency when any item is marked-out so that a delivery schedule can be agreed upon at no charge to the agency.

In the event the successful Contractor is unable to acquire a particular item for an extended period of time, the vendor's contact person will notify the School Nutrition Program Administrator at Southwest Charlotte STEM Academy for negotiations to reorder.

Mark outs will be reviewed at scheduled quarterly contractor meetings.

- 3.25 MONTHLY RECAP:** Vendor MUST furnish a monthly recap of all purchased items. The monthly recap MUST be submitted with the items listed in total descending dollar value. The recap must include monthly usage for the month and be emailed to mromano@scstemacademy.org. The recap must be either in Excel format or a format that can be easily imported into Excel.

- 3.26 NEW ITEMS:** The successful Contractor agrees NOT to attempt to restrict manufacturer's marketing personnel or agents from presenting new products to the participating agency.

- 3.27 NEW MATERIAL:** Unless specified otherwise in the bid package, the bidder must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Bidder submission of other than new materials may be cause for the rejection of their bid.

- 3.28 NEWS RELEASES BY VENDORS:** As a matter of policy, Southwest Charlotte STEM Academy does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written approval of Southwest Charlotte STEM Academy.

- 3.29 NO CONTACT POLICY:** After the date and time that the Contractor receives this solicitation, any contact initiated by any bidder with any Southwest Charlotte STEM Academy representative, other than the School Nutrition Program Director listed herein, concerning this Request for Proposal, is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

- 3.30 ORDERING:** Orders will be issued from the participating schools food service office(s). The orders will be available by Thursday or Friday for delivery the following week. The Contractor has the option of having orders faxed or placed electronically.

- 3.31 PENALTIES FOR FAILURE TO PERFORM:** Any one or combination of penalties for failure to perform may be used.

Cost adjustment

Termination of contract

Suspension from future bidding for two years

Legal action and civil penalties

Criminal action

- 3.32 PERFORMANCE FILE:** Any complaints by the participating schools will be in writing and copied to the School Nutrition Program Director of Southwest Charlotte STEM Academy to be included in a performance file on the successful Contractor. These complaints shall include, but not be limited to: delivery, ordering, billing problems, credit memos, discrepancies in count, weight and damaged goods. The successful Contractor shall address each of these complaints in writing with the resolution noted and send a copy to the School Nutrition Program Director of Southwest Charlotte STEM Academy via email.

3.33 PRICING: The bidder(s) warrants that the fixed delivery fee stated shall remain firm for a period of twelve (12) months from the first day of the contract period. If the Contractor's price is increased after the first contract period, Southwest Charlotte STEM Academy must be given a written notice to consider. Such a request shall include as a minimum, (1) the cause for the adjustment; (2) the amount of the change requested with documentation to support the requested adjustment. Price increases will only be considered at the renewal period(s). If the price increase is rejected the contractor may:

- 3.34.1 Continue with the existing prices
- 3.34.2 Request a lower price increase
- 3.34.3 Not accept the renewal offer

If a price increase is approved by Southwest Charlotte STEM Academy the approval notification will be done in writing and the Contractor will be notified of the new price schedule and effective date of increase. This documentation will become part of the bid file. No approvals will be authorized verbally.

3.34 QUANTITIES: Southwest Charlotte STEM Academy does not guarantee any quantities of goods will be ordered under this agreement. Goods will be ordered on an as-needed basis. The quantities listed are for informational purposes only and in no way shall be considered a guarantee of the amounts to be ordered.

3.35 REMOVAL OF VENDORS EMPLOYEES: The successful vendor agrees to utilize only experienced responsible and capable people in the performance of the contract. Southwest Charlotte STEM Academy or any participating member school may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of Southwest Charlotte STEM Academy and participating member schools.

3.36 SAMPLES: Southwest Charlotte STEM Academy reserves the right to require a vendor to furnish samples of any item on which the vendor submits a bid, within five (5) working days after the request is made. The samples must be clearly marked "SAMPLE" with the bid number, bid item number, vendor's name and delivered to Melanie Romano, MS, LDN, RDN at Southwest Charlotte STEM Academy. Samples will be evaluated to determine compliance with all major characteristics of the brand name indicated. Failure to submit the requested sample may be just cause for eliminating the vendor from further consideration for award or deferral of line item to highest bid for that line item.

3.37 SANITATION: All products specified herein shall be delivered in vehicles, which are maintained in a sanitary condition and properly refrigerated.

Vendors must be aware of the sanitation standards employed by their food processors or supplier. It is not enough that the plant be U.S.D.A. inspected, a letter is required from your food processors assuring that they are following more exacting pure standards than those allowed by the U.S. Food and Drug Administration.

Vendor's warehouses will be routinely inspected by state officials. Warehouse facilities and warehousing practices must be continuously in compliance with the U.S. Food and Drug and Cosmetics Act and the North Carolina State and local laws and regulations.

3.38 SHORTAGES AND CHANGES: Contractor must notify the participating schools and Southwest Charlotte STEM Academy School Nutrition Program Administrator anticipated shortages, changes in pack size or discontinuance of an item.

3.39 SUBMIT QUESTIONS: Prospective bidders may submit questions concerning this solicitation until **April 28, 2021 @ 10AM EST** local time. Submit questions as noted in Section 1.1.

3.40 SUBSTITUTIONS: If a Contractor is temporarily out-of-stock of a particular item, he will deliver an equal or superior product at the bid price. However, in such instances substitutions shall be labeled clearly on each invoice with a separate item code. Substitutions only exist in "emergency" situations.

Any substitutions must be approved prior to delivery by the School Nutrition Program administrator or their designee. Delivery of a substituted item without prior notification is at the Contractor's risk and refusal to accept the substituted item will be at the Contractor's expense.

The successful Contractor agrees that a substitution rate of 3% will be the standard for measuring performance. The percentage will be determined on substitutions for items by category for the participating agencies on a quarterly basis.

3.41 UNLOADING PROCEDURE: Trucks shall be allowed to unload within a reasonable time frame. The delivery person will not be asked to stock shelves or freezers. Stock is to be placed adjacent to the appropriate storage area as designated by the manager or designee. There will be no night drops.

During mask mandates, delivery driver must wear mask during the entire delivery period.

SECTION IV PRICING

Vendors must complete the Excel pricing sheet and submit with their bid. Bidders must list the unit price broken down into the smallest unit (per pound, per ounce, etc.) the package price (each, case, etc.), delivery fee per case, and the extended price for all items.

Southwest Charlotte STEM Academy is requesting pricing based on the bidder's cost plus a fixed delivery fee per case. This is to ensure an equitable partnership between Southwest Charlotte STEM Academy, the member schools of the North Carolina Charter School Alliance, and the successful bidder due to fluctuations in cost. Pricing will be evaluated on the total item cost plus the fixed delivery fee.

The list of items on the pricing sheet is not all inclusive of the items which may be purchased by the Southwest Charlotte STEM Academy and the member schools of the North Carolina Charter School Alliance. The items listed are for evaluation purposes only. Quantities listed are estimated usage rate for the entire school year. Under this contract, Southwest Charlotte STEM Academy, and the member schools of the North Carolina Charter School Alliance will be able to purchase any and all food and non-food items offered by the successful bidder. The bidder will be required to provide quotes on an as needed basis for all items ordered by Southwest Charlotte STEM Academy, and the member schools of the North Carolina Charter School Alliance. The quote must include the bidder's cost, fixed delivery fee per case and the total cost to Southwest Charlotte STEM Academy, and the member schools of the North Carolina Charter School Alliance.

The pricing sheet is available in excel format through Southwest Charlotte STEM Academy website <https://scstemacademy.org/> under the Contact Us tab or by e-mailing Melanie Romano, MS, LDN, RDN at mromano@scstemacademy.org. The pricing sheet must be submitted via Flash Drive with the bidder's response.

Note: Bidders need not return pages 1-11 with their response.

SECTION V VENDOR INFORMATION RFP 01, FOOD/NON-FOOD FOR GOVERNMENT

Bidders are welcome to attach additional documentation to fully address any required responses. Please clearly reference any attachments to the appropriate subsection.

5.1 Vendor: _____

5.2 Street Address 1 _____

5.3 Street Address 2 _____

5.4 City: _____ **State:** _____ **Zip:** _____

5.5 Contact Person: _____

5.6 Telephone Number: _____

5.7 Fax Number: _____

5.8 Vendor's e-mail address: _____

5.9 Will you accept payment via E-commerce card as per Section 1.17? _____ **Yes** _____ **No**

5.10 Will you allow cooperative purchasing as per Section 3.9? _____ **Yes** _____ **No**

5.11 Did you include the Insurance Checklist as per Section 3.21? _____ **Yes** _____ **No**

5.12 I acknowledge the receipt of: (please write "yes" if you received one)

Addendum 1

Addendum 2

Addendum 3

Addendum 4

Insurance

RFP Timeline

Member Schools

Product List

5.13 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION
(Please circle your answer)

5.14 If you do not fully accept the terms and conditions, please note the exceptions below:

**Southwest Charlotte STEM Academy
INSURANCE CHECKLIST
RFP NUMBER 01**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25.

REQUIRED:	NUMBER	TYPE OF COVERAGE						COVERAGE LIMITS		
YES	1.	WORKERS COMPENSATION						STATUTORY LIMITS OF North Carolina		
YES	2.	EMPLOYERS LIABILITY						\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT		
YES	3.	AUTOMOBILE LIABILITY <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;">X</div> <div style="border: 1px solid black; padding: 2px;">ANY AUTO-SYMBOL (1)</div> </div>						COMBINE SINGLE LIMIT (Per -Accident)		\$1,000,000
								BODY INJURY (Per -Person)		
								BODY INJURY (Per-Accident)		
								PROPERTY DAMAGE (Per-Accident)		
YES	4.	COMMERCIAL GENERAL LIABILITY						LIMITS		
		CLAIM MADE				X	OCCUR	EACH OCCURRENCE	\$ 1,000,000	
								FIRE LEGAL LIABILITY	\$ 100,000	
								MED EXP (Per person)	\$ 5,000	
		GEN'L AGGREGATE LIMITS APPLIES PER						PERSONAL & ADV INJURY	\$ 1,000,000	
		POLICY		PROJECT		LO		GENERAL AGGREGATE	\$ 2,000,000	
								PRODUCTS-COMPLETED OPERATIONS/AGG REGATE	\$ 2,000,000	
YES	5.	PREMISES/OPERATIONS						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE		
YES	6.	INDEPENDENT CONTRACTOR						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE		
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)						\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE		
NO	8.	XCU COVERAGE						NOT TO BE EXCLUDED		
YES	9.	UMBRELLA LIABILITY COVERAGE						\$1,000,000.00		
		PROFESSIONAL LIABILITY								
NO	10.	ARCHITECTS & ENGINEERS						\$1,000,000 PER OCCURRENCE/CLAIM		
NO		ASBESTOS & REMOVAL LIABILITY						\$2,000,000 PER OCCURRENCE/CLAIM		
NO		MEDICAL MALPRACTICE						\$1,000,000 PER OCCURRENCE/CLAIM		
NO		MEDICAL PROFESSIONAL LIABILITY						\$1,000,000 PER OCCURRENCE/CLAIM		
NO	11.	MISCELLANEOUS E & O						\$500,000 PER OCCURRENCE/CLAIM		
NO	12.	MOTOR CARRIER ACT ENDORSEMENT						\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)		
NO	13.	MOTOR CARGO INSURANCE								
NO	14.	GARAGE LIABILITY						\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE		
NO	15.	GARAGEKEEPER'S LIABILITY						\$500,000 COMPREHENSIVE \$500,000 COLLISION		
NO	16.	INLAND MARINE BAILEE'S INSURANCE						\$		
NO	17.	DISHONESTY BOND						\$		
NO	18.	BUILDERS RISK						PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.		
NO	19.	USL&H						FEDERAL STATUTORY LIMITS		

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO Southwest Charlotte STEM Academy AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE

22. Southwest Charlotte STEM Academy SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO.
23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.
24. OTHER INSURANCE REQUIRED _____.
25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE Southwest Charlotte STEM Academy AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY Southwest Charlotte STEM Academy FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW.

AGENCY NAME: _____ **AUTHORIZING SIGNATURE:** _____

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: _____ AUTHORIZING SIGNATURE: _____

RFP Timeline

RFP Release	April 7, 2021
Potential Vendor Meeting* (Zoom) 9AM	April 12, 2021
Equivalent Approval / Sample Period	April 7-April 28, 2021
RFP w/ Final Specs Released	May 4, 2021
RFP Proposal due & Bid Opening 10AM at Southwest Charlotte STEM Academy	May 25, 2021
Award Recommendation	June 1, 2021
Southwest Charlotte STEM Academy Board Meeting	June 8, 2021
Contract Begins	July 1, 2021
Year One Contract Period	July 1, 2021-June 30, 2022
Year Two Contract Period (pending renewal)	July 1, 2022-June 30, 2023
Year Three Contract Period (pending renewal)	July 1, 2023-June 30, 2024
Year Four Contract Period (pending renewal)	July 1, 2024-June 30, 2025
Year Five Contract Period (pending renewal)	July 1, 2025-June 30, 2026

Topic: Southwest Charlotte STEM Academy / NC Charter School Alliance RFP
Time: Apr 12, 2021 09:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

[https://us02web.zoom.us/j/82851340602?](https://us02web.zoom.us/j/82851340602?pwd=TXMrODJURXJ6d0hYbGdxZC8ybUNPZz09)
[pwd=TXMrODJURXJ6d0hYbGdxZC8ybUNPZz09](https://us02web.zoom.us/j/82851340602?pwd=TXMrODJURXJ6d0hYbGdxZC8ybUNPZz09)

Meeting ID: 828 5134 0602

Passcode: NICE

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 828 5134 0602

Passcode: 317776

Find your local number: <https://us02web.zoom.us/j/82851340602?pwd=TXMrODJURXJ6d0hYbGdxZC8ybUNPZz09>

North Carolina Charter School Alliance
List of Participating Sites SY 2021-2022

Southwest Charlotte STEM Academy
5203 Shopton Road
Charlotte, NC 28278
Contact: Melanie Romano, MS, LDN, RDN

Mallard Creek STEM Academy
9142 Browne Road
Charlotte, NC 28269
Contact: Melanie Romano, MS, LDN, RDN

Ridgeview Charter School
207 West Bradley Avenue
Gastonia, NC 28052
Contact: Melanie Romano, MS, LDN, RDN

Potential Additional Sites for SY 2021-2022

Mountain Island Charter School
13440 Lucia Riverbend Highway
Mt Holly, NC 28120
Contact: To be Determined

Pocosin Innovative Charter School
500 1St Street
Creswell, NC 27928
Contact: To be Determined

Potential Additional Sites for SY 2022-2023

Apprentice Academy High School
2505 Weddington Road
Monroe, NC 28110
Contact: Melanie Romano, MS, LDN, RDN

It is the intent to add additional sites to this RFP
in the future, beyond the aforementioned sites
listed above, if agreed upon by the Board of
Education of Southwest Charlotte STEM
Academy and the Awarded Distributor