

The Southwest Charlotte STEM Academy Board of Education will receive sealed Requests for Proposal (RFP) for the provision of **Produce for Schools for The North Carolina Charter Alliance** as specified herein. Bids must be received by **10 AM on May 19th, 2023**. Late bids will neither be considered nor returned.

**Deliver Bids To:**

**Bid Number 23-01  
Southwest Charlotte STEM Academy  
c/o Robert Schaffer School Nutrition  
Director 5203 Shopton Road  
Charlotte, NC 28278**

**The Bid Envelope must show the Bid Number, Bid Name & Bid Opening Date May,19th 2023**

**SECTION I GENERAL TERMS AND CONDITIONS**

- 1.1 ADDITIONAL INFORMATION:** The North Carolina Charter Alliance wants requests for additional information routed to Robert Schaffer, School Nutrition Director, at 980.505.8344 Ext 1128. Questions may be e-mailed to bschaffer@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, line item basis or schedule basis. Southwest Charlotte STEM Academy reserves the right to make a multiple award. The evaluation criteria are listed herein. Southwest Charlotte STEM Academy also reserves 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.
- 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 BIDS**: 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:** 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 be 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 Southwest Charlotte STEM Academy .
- 2.2 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.
- 2.3 APPROPRIATION:** n 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.

- 2.4 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 which 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 Court or Superior Court presiding over 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:** 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. Southwest Charlotte STEM shall not be responsible for any payment, insurance or incurred liability.
- 2.13 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. Latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 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.
- 2.15 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.

- 2.16 NONDISCRIMINATION 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.
- 2.17 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) Item Description, (2) RFP, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 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.
- 2.19 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
- 2.20 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.
- 2.21 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.
- 2.22 TERMINATION:** County 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.
- 2.23 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 SCOPE OF WORK:** This solicitation is to convey to vendors the quality and type of Produce required by the Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools. Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 ADDITIONS OR DELETIONS OF GOODS:** Southwest Charlotte STEM Academy reserves the right to add or delete goods as the need arises. If items are to be added, Southwest Charlotte STEM Academy and the Contractor will arrive at a mutually agreed price.
- 3.3 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.

**3.4 BILLING FOR SCHOOLS:** 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.

Each statement must contain the following:

- Name of school location
- Total of each individual invoiced delivery for the month
- Total of aggregate invoiced deliveries for the month
- Total of all credits from shortages or damaged products for the month

Failure to enter the above information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools

**3.5 BUY AMERICAN REQUIREMENT CERTIFICATE:** Schools and institutions participating in the National School Lunch Program and the School Breakfast Program in the contiguous United States are required by law to use school food service funds to the maximum extent practicable to buy domestic commodities or products for meals served under these programs. A “domestic commodity or product” is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States. The term “substantially” means that over 51 percent (51%) of the final product consists of agricultural commodities that were grown domestically. Therefore, when school food service funds are used to acquire foods, schools and institutions must ensure that the items are in compliance with this requirement. Vendors that do not submit the certificate will not be considered.

**CERTIFICATE OF RESTRICTIONS ON LOBBYING:** Attached is a Certificate of Restrictions on Lobbying. All vendors must complete the form and submit it with their bid response grouped within Section V Vendor Information. Vendors that do not submit the certificate will not be considered.

**3.6 CODE OF CONDUCT:** The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools Nutrition Program Funds.

- 3.7**
- 1) No employees, officer or agent of Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools shall participate in selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent would be involved.
  - 2) Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for this award:
    - a) The employee, officer or agent
    - b) Any member of his/her immediate family
    - c) His or her partner
    - d) An organization employs or is about to employ one of the above
  - 3) Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools employees, officers or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors, potential Contractors or parties to sub-agreements.
  - 4) The purchase of any food or service from a Contractor for individual use is prohibited using school bid prices.
  - 5) The removal of any food, supplies or equipment for individual use is prohibited.
  - 6) The outside sale of such items as used oil, empty cans and the like will be sold by contract according to the School Board policy and the outside agency.
  - 7) Failure of any Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools nutrition employee to abide by the above could result in a suspension or dismissal. Interpretation of the code will be administered by Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools. Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools will not be responsible for any other explanation or interpretation which anyone presumes to make on behalf of the schools.

8) Failure of a Contractor's agent to abide by these rules or facilitate a school employee the opportunity to not abide by these rules by actively participating in a breach of one or more of the rules hereby established may result in termination of the Contract.

**3.8 CONTRACT EXECUTION:** The award of this bid will result in a Contract between Southwest Charlotte STEM Academy and the successful vendor(s). Southwest Charlotte STEM Academy will draft this Contract and no vendor forms, (i.e. Terms and Conditions, service agreements, or standard company forms, etc.) will be accepted as Contract attachments. The Contract will require the Southwest Charlotte STEM Academy Board of Education's approval. It may be necessary for the successful vendor(s) to be present for the School Board meeting(s). If the vendors' attendance is required, it shall be at no cost to the School Board. Southwest Charlotte STEM Academy will advise the successful vendor(s) if their attendance is required.

**3.9 COOPERATIVE PROCUREMENT:** 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 on page 20.

**3.10 DELIVERY:** See attached list of billing addresses for participating school locations and each school's cafeteria manager. Deliveries must be made to each school between the hours of 6:30 a.m. and 11 a.m. (Eastern Time). In addition the vendor must keep informed of emergency school closings (i.e. snow, ice, etc.). When schools are closed due to an emergency, the delivery will be made on the next day that schools are reopened, unless notified otherwise. School closings are announced on local television and radio. Deliveries are to be made FOB destination to each school.

Contractor must schedule delivery with each school. Delivery schedules may differ per school. However, it is anticipated that deliveries will be made at a minimum of one (1) time per week.

**3.11 DELIVERY FAILURES:** Failure of a vendor to deliver within the time specified, or within a 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, shall constitute authority for the participating schools 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 schools, within a reasonable time specified by the participating schools, for any expense incurred in excess of the contract price.

**3.12 ELECTRONIC ORDERING:** If vendor has an internet based ordering system, vendor should include details of the system with the bid. Participating schools may or may not wish to order electronically.

**3.13 EVALUATION CRITERIA:**

Fixed Cost plus Fixed Delivery Fee	80 points
Service Capability / References	20 points

COST: Will be the distributor's true cost, as charged by the manufacturer. Distributor will assess a delivery fee in addition to the true cost of the item as determined by the manufacturer. Service capability includes delivery schedule, any minimum deliveries, local sourcing, HACCP, and references.

**3.14 EVALUATION REVIEW:** Southwest Charlotte STEM Academy reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated vendor. 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 a part of the evaluation file.

**3.15 HAZARD ANALYSIS CRITICAL CONTROL POINTS STATEMENT:** Vendors shall certify that all products packed by their institution or at their facility are manufactured under the Good Manufacturing Practices (GMP) as outlined by the FDA. Vendor so states that they employ the principles of Hazard Analysis Critical Control Points (HACCP) in all of their processing lines and write or provide a statement thereto. Failure to include this statement in the vendor's bid response will render the bid non-responsive.

**3.16 INCLEMENT WEATHER:** During periods of inclement weather in NC, will Southwest Charlotte STEM Academy enact the following procedures in regards to solicitations and weather delays.

- If the Board closes the school offices 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 School Nutrition Director.
- Southwest Charlotte STEM Academy shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

**3.17 INCLUSION:** Inclusion of Vendor's bid form or provision of samples when requested does not necessarily constitute an offer to buy.

**3.18 INSPECTION OF ITEMS DELIVERED:** All items delivered are subject to inspection by Southwest Charlotte STEM Academy and North Carolina Charter School Alliance member schools also be subject to tests by the Food Service representatives and the NC Department of Health conducted on a random sampling basis during the life of the Contract.

If requested to do so, the vendor must furnish the U.S. Department of Agriculture and Department of Interior Certificates of grades. All costs incurred in obtaining certification will be borne by the vendor.

**3.19 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 insurance coverage required for this project. Upon notification of the Intent to Award, the successful vendor will be required to submit a Certificate of Insurance showing the specified coverage and naming Southwest Charlotte STEM Academy as additional insured. A valid COI must be on file with Southwest Charlotte STEM Academy at all times.

**3.20 LICENSE REQUIREMENTS:** All vendors doing business with SCSA are required to be licensed in accordance with the business license regulations of Mecklenburg County, NC. Wholesale and retail merchants without a location in Mecklenburg County are exempt from this requirement. A copy of the license must be included with the bid, if applicable.

**3.21 LINES OF COMMUNICATION:** Only the department representative shall instruct or make requests of the successful Contractor. All communications relating to bid pricing between School Nutrition department and the vendor shall be in writing with a copy to the Southwest Charlotte STEM Academy Business Manager. The successful Contractor must designate a representative (contact person) to facilitate day-to-day problems, matters concerning the program, policy, negotiations, etc. In addition, the successful Contractor shall appoint an account sales representative to confer with the department representative in matters pertaining to products, product mark-outs and delivery schedules.

**NOTE: Vendor must provide a sample of an invoice with their bid. Failure to provide a sample invoice may be just cause for rejection of bid.**

**3.22 LOCALLY GROWN PRODUCE:** Southwest Charlotte STEM Academy requests that the Contractor also provide quotes from local farmers during the specific season for an item. Local in this case means farms located within a 250 mile radius of Southwest Charlotte STEM Academy, located at 5203 Shopton Road Charlotte, NC 28278 Pricing must be quoted as per Section 3.31 and must be received in the 5203 Shopton Road, Charlotte, NC 28278 Food Service Office as per Section 3.42. Bidders must state their willingness to participate in this program in Section 5.10. It will be the Contractor's responsibility to determine if the locally grown produce meets all federal, state and local standards as required by law.

**3.23 MINIMUM REQUIREMENTS TO PARTICIPATE IN THIS SOLICITATION:**

- Minimum 5 years experience supplying similar product/commodities and services to school districts e.g. letters of reference from a similar school system of size and scope (hospitals, nursing facilities, etc.)
- Must have a certificate for the "Buy American" regulation for food as required by the USDA
- Must have a statement adhering to the HACCP standards for food processing as described by the USDA
- Prior to award of this bid, Southwest Charlotte STEM Academy will require the apparent successful bidder to provide proof of their ability to meet the aforementioned requirements. Reports or documentation must be furnished within 24 hours of notice.

**3.24 MONTHLY BILLING DETAILED REPORT:** The successful vendor(s) shall be required to forward a monthly billing report to Southwest Charlotte STEM Academy and member schools for each individual entity containing the following information:

- Original invoice statement or Bill of Lading compiled
- Detailed billing statement containing the date, school location, type of food, quantity of food purchased
- dollar amount purchased, fill rate, substitutions, and any related items that affect the total amount of each charge



- 3.25 NO CONTACT POLICY:** After the date and time the vendor receives this solicitation, any contact initiated by any vendor with any Southwest Charlotte STEM Academy representative, other than the Southwest Charlotte STEM Academy SN Program Director, concerning this RFP is strictly prohibited. Any such unauthorized contact may cause the disqualification of the vendor from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.26 NUTRITIONAL INFORMATION:** Vendor must provide nutritional information upon request.
- 3.27 PENALTIES FOR FAILURE TO PERFORM:** Any one or combination of penalties for failure to perform may be used:
- Payment for items bought from other sources
  - Termination of Contract
  - Suspension from future business
  - Legal action and civil penalties
  - Criminal action
- 3.28 PROTEST PROCEDURES:** Occasionally, there will be complaints from vendors that the process of awarding a sealed bid has been unfair in some manner. While Southwest Charlotte STEM Academy maintains excellent vendor relations, procedures do exist should a vendor claim that the process is not fair.

Southwest Charlotte STEM Academy has established the following procedures concerning protests of awards. The goal of these procedures is not to "protect the department". Instead, the goal of these procedures is to arrive at a just settlement of disputes between Southwest Charlotte STEM Academy and vendors.

As a first step, vendors who believe there has been a problem with the process or decision should contact the SN Program Director with the bid in question. Usually the Director will be able to explain Southwest Charlotte STEM Academy's rationale for the decision and the vendor will be satisfied. However, if the vendor is still not satisfied, the following steps may be taken:

The vendor may notify the SN Program Director, in writing, during the next three (3) business days. **Southwest Charlotte STEM Academy will not consider complaints filed electronically.** Complaints received after three (3) business days after the award decision has been made will not be considered for review. The envelope in which the protest is mailed should be clearly marked "Protest of Award Decision." The written protest should include:

1. The name and address of the protestor.
2. The bid name, bid number, date, and any other pertinent information.
3. A statement of reason for the protest.
4. Any supporting documents, exhibits, or evidence to substantiate the protest.

The SN Program Director will review the protest and announce a decision (in writing). Recognizing that holding the Procurement process up any longer than necessary is detrimental to the interests of the County, the SN Program Director will announce the decision as soon as possible. In any case, a decision will be made within five (5) business days of the receipt of the protest. If the vendor is still not satisfied, there is one appeal step. The concerned vendor may file an appeal with the Southwest Charlotte STEM Academy Business Manager. This appeal must be filed within three (3) business days from the issuance of the SN Program Director's decision. The Business Manager will again review the information and the previous decisions. A decision will be issued within five (5) business days.

Please note that in those cases where delaying the Procurement process would endanger the health of the students of Southwest Charlotte STEM Academy, cause additional and extensive damage to the school or would adversely affect Southwest Charlotte STEM Academy programs, SCSA will not stop the process.

- 3.29 PRICES AND NOTATIONS:** Bids must be submitted on attached bid forms and on a CD/Flash drive. All prices and quotations shall be shown in ink or typewritten. Quote on each item separately. Prices quoted must be net, including all trade discounts, rebates, and bill-backs. Sheltered income agreements between the vendor and the manufacturer are of no concern or consequence to Southwest Charlotte STEM Academy. Southwest Charlotte STEM Academy reserves the right to perform a financial audit at any time to verify that all costs provided to Southwest Charlotte STEM Academy's Food and Nutrition Department, through the awarded bidder, are being honored. The delivery fee must be the same per case for each item bid regardless of the size or case weight. Delivery fee for items that are split must be charged as the fractional equivalent of the delivery fee per case. Any new items added during the contract period must be at the case price negotiated with the manufacturer and for the awarded per case delivery fee. Vendor must state brand, unit price and extension for each item.

Informalities such as mathematical errors may be waived; corrections may be made adjacent thereto, but should be initialed in ink by the vendor. If a vendor submits a non-specified item that has not been previously approved through the sampling process, that item will be calculated at the highest price submitted from all vendors for that line item. If there are no-bid items from a bidder, the item will be removed from the overall bid calculation. All purchase orders placed under this Contract shall be delivered and invoiced at the Contract price prevailing at the time the order is placed, regardless of the actual delivery date. Pick up pricing can be included in addition, but the final judgment will be based on delivered pricing. Any minimum quantities or shipping restrictions must be stated clearly on the bid. Vendors must be willing to extend credit to Southwest Charlotte STEM Academy. Bidders must include the Certificate of Independent Price Determination with their bid.

- 3.30 PRICING:** The delivery fee charged per case by the bidder must remain in effect for one (1) year. If the vendor's price is increased after the second term, 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 required, written documentation being tied to the Consumer Price Index (CPI) as well as market reports, to support the requested adjustment; 3) notice to Southwest Charlotte STEM Academy must be given no less than 30 days before the Contract renewal period begins. Reports to support the requested price adjustments must be derived from the previous full calendar month prior to the request. Price adjustments will be assessed aggregately against CPI and individual line item increases must be supported by market reports. Price increases will only be considered at the renewal period(s). If the price increase is rejected, the vendor may:
- A. Continue with the existing price
  - B. Request a lower price increase
  - C. 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.

- 3.31 PRICING SHEET:** Vendors must complete the 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.) and the extended price for all items. The pricing sheet is available in excel format through the Southwest Charlotte STEM Academy website.

- 3.32 QUANTITIES PER DELIVERY SITE:** Vendor shall give minimum quantities for one (1) delivery stop. Minimums may be expressed in the terms of number of cases of combined items, number of cases on a single item, minimum weight per drop or minimum dollar value per drop. If no minimum quantities exist, please state in Section V, Vendor Information.

- 3.33 QUANTITIES SHOWN:** The quantities shown in this RFP represent the best estimates that Southwest Charlotte STEM Academy requires supporting their current program. The quantities to be purchased may vary depending upon internal changes. Southwest Charlotte STEM Academy does not assume or accept responsibility to purchase the total quantities listed. Southwest Charlotte STEM Academy reserves the right to purchase more or less of specified amounts. Quantities shown shall not be construed to represent any amount which Southwest Charlotte STEM Academy shall be obligated to purchase under this Contract, or relieve the vendor of his/her obligation to fill all orders placed by the member schools.

- 3.34 REGULATION COMPLIANCE:** The Southwest Charlotte STEM Academy Food and Nutrition Department policy is in firm support of the provisions of the Equal Opportunity Act of 1975. The Southwest Charlotte STEM Academy Food and Nutrition Department, therefore, must be assured by the successful vendor in this bid that the institution is an equal opportunity employer according to the provisions of the Act. All Contracts over \$100,000 will require compliance with the Clean Air Act issued under Section 306, Executive Order 11738. Vendors must comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act ( PL94-165). Positive efforts will be made to involve minority and small businesses. A certificate of Lobbying as well as a Debarment/Suspension Certificate must be signed for all Contracts over \$100,000.

- 3.35 SITE VISITS:** Southwest Charlotte STEM Academy reserves the right to assess vendor capabilities through site visits. The purpose of the site visits is to determine the amount of resources the vendor(s) possesses as well as to audit the vendor in order to complete the terms and conditions of any resulting contract. Southwest Charlotte STEM Academy shall have the sole responsibility in determining vendor(s) capabilities. Southwest Charlotte STEM Academy reserves the right to perform a financial audit every six (6) months to verify that all costs provided to Southwest Charlotte STEM Academy Food and Nutrition Department by the manufacturer, through the awarded vendor(s), are being honored.

**3.36 REMOVAL OF VENDORS EMPLOYEES:** The successful Contractor agrees to utilize only experienced responsible and capable people in the performance of this contract. Southwest Charlotte STEM Academy and member schools may require that the vendor remove from the job covered under this Contract any employee whose actions are not in the best interest of Southwest Charlotte STEM Academy and member schools.

**3.37 SANITATION:** All products specified herein must be delivered in vehicles which are maintained in a sanitary condition and properly refrigerated (33-40 degrees F). Southwest Charlotte STEM Academy and member schools reserves the right to reject the use of any equipment by the vendor if it is not in a clean, sanitary condition suitable for the transport of food items.

Participating departments follow the principals of HACCP (Hazard Analysis Critical Control Point) in accepting all deliveries. Therefore, upon delivery temperatures of products may be taken and recorded and overall product condition will be inspected in accordance with the departments' Safety Plan.

Vendors must be aware of the sanitation standards employed by their food suppliers.

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

**3.38 UNLOADING PRACTICES:** Trucks will be allowed to be unloaded within a reasonable time frame, but are asked not to unload during times specified by the using school.

**3.39 WAREHOUSE AND STORAGE:** It will be required of the awarded vendor that they warehouse, store separately, and deliver all of Southwest Charlotte STEM Academy and member schools fresh produce. The awarded vendor's delivery fee may not exceed the rate indicated in the Bidder's response to this RFP.

**3.40 WEEKLY PRICING:** Contractor must provide pricing no later than 2:00 pm on the Thursday prior to the next week's delivery. Pricing must include quotes from local farmers when applicable.

#### **SECTION IV GENERAL PRODUCT SPECIFICATIONS**

- Fresh fruits and vegetables must be U.S. Grade A or U.S. Fancy. The condition of the product at the time of delivery must meet the requirements of the grade specified.
- Prices must be quoted as noted on the attached produce specification sheet.
- All pre-cut produce shall have a minimum of seven (7) day shelf life remaining upon receipt at the location.
- Produce must be well-trimmed and show no signs of discolor and/or wilt.
- Fruit and vegetables which do not adhere to the general specifications that are refused within 24 hours of delivery must be picked up within 72 hours or the department has the right to destroy and write a credit. Rejected items are to be picked up at the vendor's expense.
- The vendor will accept the liability for the expense of goods delivered damaged, goods lost during delivery, goods damaged due to unscheduled deliveries, or any other damage to participating locations incurred by the vendor's employees.
- Stock is to be placed adjacent to the appropriate storage area or area designated by the department contact. Produce left on the loading dock will be rejected and vendor is liable for the product.

**SECTION V VENDOR INFORMATION FOR BID 23-01, PRODUCE FOR SCHOOLS**

5.1 Vendor Name \_\_\_\_\_

5.2 Southwest Charlotte STEM Academy Vendor Number \_\_\_\_\_

5.3 Vendor Street Address \_\_\_\_\_

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

5.4 Telephone Number \_\_\_\_\_

5.5 Fax Number \_\_\_\_\_

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

5.7 Contact Person Email Address \_\_\_\_\_

5.8 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 Code

Signature Authorizing submittal of this bid \_\_\_\_\_

5.9 Have you included a copy of your Business License? (If applicable) \_\_\_\_\_ Yes \_\_\_\_\_ No

5.10 Will you accept a credit card (VISA) as a form of payment ? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.11 Did you include the Criminal History Records Check ? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.12 Will you allow cooperative purchasing ? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.13 Did you include the Insurance Checklist ? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.14 Will you participate in the locally grown produce program ? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.15 Do you have electronic ordering ? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.16 Did you provide a sample copy of an invoice? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.17 Did you state minimum quantities ? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.18 Addendum received for this bid:

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_ Addendum #4 \_\_\_\_\_

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

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

**Southwest Charlotte STEM Academy  
INSURANCE  
CHECKLIST BID  
NUMBER 23-01**

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				COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000
		<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)	<input type="checkbox"/>	BODY INJURY (Per -Person)		
		<input type="checkbox"/>		<input type="checkbox"/>	BODY INJURY (Per-Accident)		
		<input type="checkbox"/>		<input type="checkbox"/>	PROPERTY DAMAGE (Per-Accident)		
YES	4.	COMMERCIAL GENERAL LIABILITY				LIMITS	
		<input type="checkbox"/>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/>		<input type="checkbox"/>		FIRE LEGAL LIABILITY	\$ 100,000
		<input type="checkbox"/>		<input type="checkbox"/>		MED EXP (Per person)	\$ 5,000
		GEN'L AGGREGATE LIMITS APPLIES PER				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/>	POLICY	<input type="checkbox"/>	PROJECT	<input type="checkbox"/>	LO
		<input type="checkbox"/>		<input type="checkbox"/>		GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/>		<input type="checkbox"/>		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	
YES	8.	XCU COVERAGE				NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE				\$1,000,000.00	
		PROFESSIONAL LIABILITY					
NO	10.	<input type="checkbox"/>	ARCHITECTS & ENGINEERS	<input type="checkbox"/>		\$1,000,000 PER OCCURRENCE/CLAIM	
NO		<input type="checkbox"/>	ASBESTOS & REMOVAL LIABILITY	<input type="checkbox"/>		\$2,000,000 PER OCCURRENCE/CLAIM	
NO		<input type="checkbox"/>	MEDICAL MALPRACTICE	<input type="checkbox"/>		\$1,000,000 PER OCCURRENCE/CLAIM	
NO		<input type="checkbox"/>	MEDICAL PROFESSIONAL LIABILITY	<input type="checkbox"/>		\$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.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY 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 NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

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 COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) 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.

<b>BIDDER NAME:</b> _____ <b>AUTHORIZING SIGNATURE:</b> _____
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**Certification Regarding “Buy American” Requirements**

Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998 requires SFAs to purchase domestically grown and processed foods to the maximum extent practicable. There is a two-part test to define the country of origin for a manufactured end product: (1) the article must be manufactured in the United States; and (2) the cost of domestic components must exceed 50 percent (50%) of the cost of all the components.

We require that suppliers certify the percentage of U.S. content in products supplied to us according to the two-part test above. If you are unable or unwilling to make such certification, we will not purchase from you.

Two situations may warrant a wavier to permit purchase of foreign food products.

- 1) The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quantity.
- 2) Competitive bids reveal the cost of a U.S. product is significantly higher than the foreign product.

**Request Wavier Items**

Product Description	Vendor Item Number	Reason For Waiver Request

\*use additional pages if needed

We certify that our food products were manufactured in the United States and have at least 51% of the final processed product consist of agricultural commodities that were grown domestically.

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

Vendor Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**Certification Regarding Debarment, Suspension  
And Voluntary Exclusion  
Lower-Tier Covered Transactions**

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- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Whereby the prospective lower tier participant is unable to certify to any of the statements in this Certification, such prospective Participant shall attach an explanation to this bid.

\_\_\_\_\_  
Vendor Name \_\_\_\_\_  
Bid Number

\_\_\_\_\_  
Name (s) and title(s) of Authorized Representative(s)

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date



**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
Name of Official Name of Vendor

hereby certify that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, the making of Federal loan, the entering into of any cooperative agreement, and the extension, communication, renewal amendment, or modification of any Federal contract, grant loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loan and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By: \_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Official's Title

\_\_\_\_\_  
Date

### Certificate of Independent Price Determination

(A) By submission of this offer, the offeror certifies (and in the case of a joint effort, each party thereto certifies as to its own organization) that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consolation, communication, or agreement for the purpose of restricting competition. As to any matter relating to such prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening (in the case of an advertised procurement,) or prior to award (in the case of negotiated procurement) directly or indirectly to any other offeror or to any competitor;
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

(B) Each person signing this offer certifies that:

1. He or she is the person in the offeror's organization responsible within that organization for the decisions as to the prices being offered herein and that he or she has not participated and will not participate in any action contrary to A-3 above.
2. He or she **is not** the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A-1 through A-3 above, and as their agent, does hereby so certify; and that he or she has not participated and will not participate in any action contrary to A-1 through A-3 above.

\_\_\_\_\_  
Signature of Vendor's Authorized Representative

\_\_\_\_\_  
Title Date

In accepting this offer, the sponsor certified that the sponsor's officers, employees or agents have not taken any action which has jeopardized the independence of the offer referred to above.

\_\_\_\_\_  
Signature of Vendor's Agent Authorized Representative

\_\_\_\_\_  
Title Date

**EXHIBIT I**

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**North Carolina CRIMINAL HISTORY RECORDS**

(To be submitted with bid)

I, \_\_\_\_\_, president or other principal

Officer of \_\_\_\_\_, swear or affirm that the  
Name of Company

Company is in compliance with North Carolina Code 122C-80, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with NC Code 122C-80

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF North Carolina}

COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,

President or principal officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**North Carolina Charter School Alliance**  
**List of Participating Sites SY 2023-2024**

Southwest Charlotte STEM Academy  
5203 Shopton Road  
Charlotte, NC 28278  
Contact: Robert Schaffer

Mallard Creek STEM Academy  
9142 Browne Road  
Charlotte, NC 28269  
Contact: Robert Schaffer

Ridgeview Charter School  
207 West Bradley Avenue  
Gastonia, NC 28052  
Contact: Robert Schaffer

**Potential Additional Site for SY 2023-2024**

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

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

July 1, 2023- June 30, 2024- Year one Contract period  
July 1, 2024- June 30, 2025- Year Two Contract Period (pending renewal)  
July 1, 2025- June 30, 2026- Year Three Contract Period (pending renewal)  
July 1, 2026- June 30, 2027- Year Four Contract Period (pending renewal)  
July 2, 2027- June 30, 2028- Year Five Contract Period (pending renewal)

Item Code	Description	Proposed Pack Size	Price	Annual Est Usage	Extended Cost	Fixed Per Case Delivery Fee	Total Cost	Locally Grown
14H87	Apple G/S US Grade #1 125-138 CT 1/20 lb c	20 lb.		100				
14M10	Apple R/D 125-138 CT 1/40 lb cs	40 lb.		200				
14F14	Apple G/D 125-138 CT 1/40 lb cs	40 lb.		100				
15W83	Apple Gala 113-125 CT 1/40 lb cs	40 lb.		100				
14P44	Banana Yellow 1/40 lb cs	40 lb.		400				
14P45	Banana Yellow 150 CT 1/40 lb cs	40 lb.		100				
15U01	BlueBerries 12/1 pint containers	10 lb.		50				
16W88	Broccoli Crown Chl 1/20 lb cs	20 lb.		50				
15R22	Broccoli Florets Chl 1/3 lb bag	3 lb.		200				
16K32	Broccoli Florets Chl 1/18 lb cs	18 lb.		100				
16V70	Cabbage Green 10 lb cs	10 lb.		20				
16N33	Cabbage Red 3 CT 1/5 lb bag	5 lb.		10				
16W22	Cabbage W/Carrots Chl Grn Shrd 4/5 lb bag	20 lb.		5				
14P02	Cantaloupe 1/35 lb cs	35 lb.		100				
15A94	Carrot Chl Baby Whl 200/1.6 oz pkg	20 lb.		50				
15O14	Carrot Chl Baby Whl 30/1 lb bag	30 lb.		10				
16P70	Carrot Chl Shreded 1/5 lb pkg	1 Pkg.		10				
15N54	Carrot Chl Stick 1/5 lb bag	5 lb.		50				
17J21	Carrot Chl Stick 4/5 lb bag	20 lb.		50				
15M84	Cauliflorets Chl 4/3 lb bag	12 lb.		100				
16W41	Cauliflower 12 CT 1/20 lb cs	20 lb.		5				
16V65	Cauliflower 3 CT 1/5 lb cs	5 lb.		10				
15A20	Celery 3 CT 1/5 lb bag	5 lb.		50				
16A29	Celery Chl Dice 1/5 lb container	1 Cont.		10				
15P55	Celery Chl Stick 1/5 lb cs	5 lb.		50				
16V94	Celery Chl Sticks 4/5 lb bag	20 lb.		50				

16D85	Cucumber Select 1/40 lb cs	40 lb.	20					
16P98	Cucumber 1/5 lb cs	5 lb.	20					
14P37	Grape Grn/Wht Sdls US#1 1/18 lb cs	18 lb.	150					
14P36	Grapes Red Sdls US#1 1/18 lb cs	18 lb.	150					
15P07	Honeydew Melon 6 CT 1/28 lb cs	28 lb.	100					
15P56	Kiwi Fruit 39 CT 1/10 lb cs	10 lb.	50					
15D24	Lemon 12 CT 1/2 lb cs	2 lb.	20					
16L93	Lettuce Chl Shrd 1/5 lb bag	5 lb.	50					
17O59	Lettuce Chl Shrd 4/5 lb bag	20 lb.	10					
15P64	Lettuce Romaine 24 ct 1/30 lb cs	30 lb.	50					
16W85	Lettuce, Leaf 18ct	10 lb.	50					
15W76	Nectarine US#1 1/25 lb cs	25 lb.	100					
17J23	Onion Chl Dice 4/5 lb bag	20 lb.	50					
16P49	Onion Dry (NO SPANISH) US#1 2 1/5 lb bag	1 Bag	50					
15R30	Onion Green 1/2 lb co	1 cs	20					
16W54	Onion Yellow Dry, Jumbo 1/50 lb cs	50 lb.	10					
14F08	Orange 113-125 CT 1/40 lb cs	40 lb.	150					
15Z59	Peaches, Fresh 25 lb case	25 lb.	50					
14P24	Pears, Fresh, D'anjou/bartlett 1/44 lb	44 lb.	50					
17D04	Pepper Sweet Bell Green Med 1/5 lb bag	5 lb.	50					
16D44	Pepper Sweet Green Bell 1/25 lb cs	22 lb.	50					
16357	Pepper Sweet Red 1/5 lb cs	5 lb.	50					
15A25	Pepper Sweet Red Large 1/22 lb cs	22 lb.	10					
17W94	Pepper Sweet Yellow Bell 1/5 lb cs	5 lb.	50					
15N67	Pepper Sweet Yellow Bell Large 1/22 lb cs	22 lb.	10					
15Q30	Pineapple Chl Chunks 1/5 lb bag	5 lb.	20					
15W77	Plum Red, 1/28 lb cs	28 lb.	20					
17D61	Potato Baking 70 Ct 1/50 lb cs	50 lb.	10					
15Q26	Potato Red Sz B 1/50 lb cs	50 lb.	100					
16P16	Potato Sweet USX#1 Local 1/40 lb cs	40 lb.	10					

16W12	Radish Chl W/O Top 30/6 oz bag	11 lb.	10				
15D42	Salad Mix Chl Spring Mix 1/3 lb bag	3 lb.	50				
16L95	Salad Mix Chl 3-Way 1/5 lb bag	5 lb.	50				
17D63	Salad Mix Chl 3-Way 4/5 lb bag	20 lb.	50				
17T98	Spinach Chl 1/2.5 lb bag	3 lb.	50				
15T08	Spinach Clean & Trim 4/2.5 lb pkg	1 cs	50				
17W87	Strawberry Clamshell 8/1 lb	8 lb.	240				
16O63	Tomato 5x6 2 Layer Tray 1/20 lb cs	20 lb.	100				
15Q21	Tomato 6x6 1/25 lb cs	25 lb.	50				
16P46	Tomato Cherry US#1 12 pt 1/10 lb cs	10 lb.	50				
17D28	Tomato Grape 12 pt 1/10 lb cs	10 lb.	50				
15N78	Watermelon 1/22 lb avg each	1 each	50				
<b>Please designate any produce grown within 250 miles of Charlotte.</b>							