



**Department of
School Nutrition**

175 Bingham Road
Asheville, North Carolina 28806
(828)255-5932
www.buncombe.k12.nc.us

Tony Baldwin, Ed.D.
Superintendent of Schools

Lisa C. Payne
Director of School Nutrition

June 19, 2020

To Whom It May Concern:

Attached is a RFP for beverage products for the school year 2020-2021. Buncombe County Public Schools' School Nutrition Program is seeking Beverage product proposals for the new school year that begins with school delivery sites opening August 17, 2020. All proposals must be received at the Buncombe County Public Schools Central Office by Tuesday, July 21, 2020 at 1:00 p.m. Proposals may be mailed or hand delivered as indicated below to the Buncombe County Public Schools Central Office. **FAX proposals will not be accepted.**

Deliveries will be made to all schools on a weekly basis. These deliveries must be made between 7:00 A.M. and 2:00 P.M. Two copies of a delivery ticket are to be signed by the School Nutrition manager or her/his designee. Any tickets not signed by the designated School Nutrition staff person will not be eligible for payment. All goods delivered shall be in the current year standard commercial pack. BCS reserves the right to consider the delivery time offered as a factor in award of contract.

By signing the document enclosed, the contractor certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards. Form AD-1048 (1/92) must be signed and returned with the bid document.

No proposal is acceptable unless returned in a sealed envelope. The envelope must be plainly marked "**007-22 Beverage Products**", must be **sealed**, and state **time** and **date** of the opening. No bids will be acceptable by facsimile.

Should you have any questions, please contact me at 828-255-5932. Thank you for your interest in the school nutrition program in the Buncombe County Public Schools.

Sincerely,

Lisa C. Payne
School Nutrition Director

Solicitation (RFP) No. 007-22

Bidder/Offeror: _____

**THIS PAGE IS TO BE FILLED OUT AND RETURNED WITH YOUR BID. FAILURE TO DO SO
MAY SUBJECT YOUR BID TO REJECTION.**

ATTENTION

Federal Employer Identification Number or alternate identification number
(e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.G.S. 132-1.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,
before the procurement file is made available for public inspection.

Buncombe County Schools School Nutrition Program 175 Bingham Road Asheville, NC 28806	REQUEST FOR PROPOSALS No. 007-22	
	Bids/proposals will be publicly opened: July 21, 2020 at 1:00 PM	
	Contract Type: Line Item	
Refer <u>ALL</u> Inquiries to: Kelly Frady Telephone No. 828-255-5932	Commodity: Beverage Products	
E-Mail: kelly.frady@bcsemail.org	Using Agency Name: Buncombe County Schools (abbreviated as BCS)	
(See page 2 for mailing instructions.)	Period: School Year 2020-2021 for 41 regular schools. By mutual agreement BCS and the Bidder shall have the option to renew the Contract for four (4) additional ten (10) month periods.	
Website: www.buncombe.k12.nc.us		

NOTICE TO BIDDERS

Sealed bids/proposals, subject to the conditions made a part hereof, will be received at this office (Buncombe County Schools School Nutrition Program, 175 Bingham Rd. Asheville, NC 28806) until July 21, 2020 at 1:00 PM, on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions. Bids/proposals submitted via facsimile (FAX) machine in response to this Request for Proposals will not be acceptable. Bids/proposals are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are offered, at the prices set opposite each item within the time specified herein. By executing this offer, I certify that this bid is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a bid for the same commodity, and is in all respects fair and without collusion or fraud. Under penalty of perjury, the undersigned offeror certifies that this quote has not been arrived at collusively or otherwise in violation of Federal or North Carolina law.

Failure to execute/sign bid prior to submittal shall render bid invalid. Late Bids/proposals are not acceptable.

OFFEROR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for 45 days from date of opening unless otherwise stated here: ____ days

Prompt Payment Discount: _____ % _____ days

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of Buncombe County Schools School Nutrition Program shall affix their signature hereto and this document and the provisions of the special terms and conditions specific to this Request for Proposals, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder.

<u>FOR Buncombe County Schools School Nutrition Program USE ONLY</u>	
Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification,	
by _____	(Authorized representative of BCS).

OFFEROR: _____

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids/proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. **Each bid must include: Vendor Required Attachments A-M.** Address envelope and mark **“Beverage RFP”** as shown below: It is the responsibility of the offeror to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
BID NO. <u>007-22</u> Beverage RFP Buncombe County School Nutrition Program 175 Bingham Road Asheville, NC 28806	BID NO. <u>007-22</u> Beverage RFP Buncombe County School Nutrition Program 175 Bingham Road Asheville, NC 28806

TABULATIONS: After the public opening of the proposals school officials will require at least 7 days for review. Verbal tabulations of quotes and award information can be obtained by calling the purchaser listed on the first page of this document.

TRANSPORTATION CHARGES: Transportation and delivery charges must be included in the total price per unit.

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids/proposals will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO: BUNCOMBE COUNTY SCHOOL NUTRITION DEPARTMENT	
Buncombe County Board of Education	
175 Bingham Rd.	
Asheville, NC 28806	
SEALED BID DO NOT OPEN	
SEALED BID NO.:	007-22
BID TITLE	Beverage RFP
DUE DATE/TIME:	July 21, 2020 @ 1:00 PM
SUBMITTED BY:	_____
	Name of Company

OFFEROR: _____

Contract is effective July1, 2020 through June 30, 2021

Complete information must be given for each bid item. Failure to complete brands, code numbers, and all prices requested may result in rejection of the bid. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

EVALUATION AND AWARD CRITERIA: The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by the BCS to be most advantageous or to constitute its best interest. The right is reserved by BCS to reject any or all bids/proposals.

The proposal will be evaluated to determine which vendor can, in the sole opinion of the proposal evaluation committee, provide the best solution for the SNP. Cost will be the majority of the evaluation but will not be the sole determining factor in the decision making process.

- o Convenience and quality of products – 20 points
- o Meets and or exceeds service requirements – 20 points
- o Review of historical actual usage and historical date – 10 points
- o Compliance with terms and special terms of RFP – 20 points
- o Reasonableness of cost – 30 points (include mathematical formulas used to arrive at cost on spreadsheet)

QUANTITIES: Shipments must equal exact amounts ordered unless otherwise agreed in writing by BCS. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.

INVOICES: It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. **Signed Invoices shall be sent to BCS School Nutrition Department weekly.**

PAYMENT TERMS: Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.

DEVIATIONS: Any deviations from specifications and requirements herein shall be clearly pointed out by bidder. Otherwise it will be considered that product offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations shall be explained in detail below the item or on an attached sheet. However, no implication is made by BCS that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

DESCRIPTIVE LITERATURE: All bids/proposals for items that are not pre-approved (selections list manufacturer and code #) must be accompanied by complete descriptive literature, specifications and other pertinent data necessary for their evaluation as required by the attached General Contract Terms & Conditions.

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

COST: Cost shall be based upon the "latest invoice" or manufacturer's confirmation prior to the bid opening or cost update to the school district. Latest invoices shall be dated no more than one (1) month prior to the bid opening.

FIRM BID: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal through December 31, 2020. Successful bidder may petition in writing by November 15, 2020 for a price increase due to market conditions effective January 1, 2021. Any request for a price increase is subject to negotiation and will be approved or refused on the basis of comparison of supplier invoicing at the time of bid opening and invoicing at time of request to increase price. Third party market reports will also be used to determine market condition. In the event there is an uncustomary drop in the market price of any item or items covered by the contract, BCS will request a voluntary reduction in pricing by the bidder. BCS reserves the right to audit invoices from the successful bidder's suppliers periodically throughout the bid period. Whenever an audit reveals an overcharge, a credit will be due on each case delivered at the incorrect price. Whenever an audit reveals an undercharge an adjustment will not be permitted. Original bid prices, which have not been petitioned for adjustment or withdrawal, and those approved for January 1, 2021 through June 30, 2021 shall be considered firm and not subject to change or withdrawal through June 30, 2021.

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

ENERGY USE AND CONSERVATION: Vendor agrees to recognize mandatory standards and polices related to energy efficiency which are contained in the State Energy Plan (http://www.energync.net/resources/docs/pubs/sep_12-04.pdf) issued in compliance with the United States Energy Policy and Conservation Act (PL 94-165)

CIVIL RIGHTS PROVISIONS: The contractor providing services under this Invitation to Bid must comply with the provisions of the Civil Rights Act of 1964, as amended.

HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, BCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

EMPLOYMENT HOUR & WAGE LAW: The contractor must comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment.

EQUAL EMPLOYMENT OPPORTUNITY: In connection with contractor's performance of work under this contract, contractor agrees not to discriminate against any employee(s) or applicants(s) for employment because of age, race, religious creed, sex, national origin or handicap.

FEDERAL EPA REQUIREMENTS: The contractor must comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 {h}), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulation (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

LUNS福德 ACT: The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS: The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on BCS property or at BCS events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. BCS reserves the right to prohibit any individual employee of Vendor from providing services on BCS property or at BCS events if BCS determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

RETENTION OF RECORDS: The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The district, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

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

TAXES: Certain non-food items purchased under this contract by the school district are not subject to State and Federal Taxes. A substitute tax exemption certificate will be furnished upon request.

ERROR IN BID: In case of an error in the price extensions the unit price will govern. No bid will be altered or amended after the specified time and date set for the bid opening.

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

DELIVERY: Deliveries will be made to all schools on a weekly basis. These deliveries must be made between 7:00 A.M. and 2:00 P.M. Two copies of a delivery ticket are to be signed by the School Nutrition manager or her/his designee. Any tickets not signed by the designated School Nutrition staff person will not be eligible for payment. All goods delivered shall be in the current year standard commercial pack. BCS reserves the right to consider the delivery time offered as a factor in award of contract.

OFFEROR: _____

SAMPLES: Samples are not required prior to bid opening date; however, if required later, bidder agrees to furnish samples of items offered at no expense to BCS within 5 consecutive calendar days after request is made. Bids/proposals which do not comply with these requirements shall be subject to rejection. It is the Bidders responsibility to ensure that items are delivered on time and in good condition. Samples must be **one full case** pulled from existing stock with proper labels attached. Nutritional information – fact labels, ingredients, and list of allergens shall be sent for every sample. Regulations require that all foods purchased be of “domestic origin” to the maximum extent practicable.

WARRANTY: The bidder warrants that all goods delivered pursuant to the contract shall meet the customary standards in the industry; shall be free from defect; shall conform strictly to the specifications, package count as stated, or samples specified or furnished; and shall be manufactured, processed, packaged, stored, handled, transported and delivered in full compliance with all applicable federal, state and local laws, and regulations and industry standards. This warranty shall survive any inspection, delivery, acceptance, or payment by BCS of the goods. This express warranty is in addition to the bidders implied warranties of merchantability and fitness for a particular purpose, which shall not be disclaimed by the bidder.

GUARANTEE: Items showing damage or deterioration in any form at time of delivery will not be accepted. Any item delivered in an unacceptable condition will not be accepted.

SANITATION REQUIREMENTS: School officials may routinely inspect Contractor’s warehouse and trucks. The warehouse and truck shall be clean, be free of insects and rodents, and be adequate for storing and delivering products.

FACILITIES AND EQUIPMENT: BCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for BCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

PRODUCT CHANGES: Each item that is awarded must be shipped as the approved brand and product submitted on the bid. Vendors reformulating awarded product codes shall notify BCS a minimum of two months before the originally awarded product is discontinued. New product shall not be shipped without approval in writing.

REJECTION: All Goods and Services shall be received subject to BCS inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Seller’s expense or may be accepted at an appropriate reduction in price. BCS may require Seller to promptly replace or correct any rejected Goods or Services and, if Seller fails to promptly replace or correct such Goods or Services, BCS may contract with a third party to replace such Goods and Services and charge the Seller the additional cost.

OFFEROR: _____

BUNCOMBE COUNTY SCHOOLS GENERAL CONTRACT TERMS AND CONDITIONS

ACCEPTANCE: Seller's acknowledgment of the terms of this purchase order (this "Order"), without timely express written objection, or Seller's shipment or performance of any part of this Order, constitutes an agreement to (i) all terms and conditions set forth or referenced herein and on the face of this Order, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to the Order (including without limitation any request for proposals or Request for Proposals or Seller's response thereto) that deal with the same subject matter as this Order, and (iv) any other terms and conditions of a written agreement signed by Seller and the BCS that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Seller and BCS with respect to the purchase by BCS of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to BCS shall control. This Order constitutes an offer by BCS and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Seller's quotation, acknowledgment, invoice or in any other communication from Seller to BCS shall be deemed accepted by or binding on BCS. BCS hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until BCS's authorized representatives expressly assent, in writing, to such provisions. Clerical errors and omissions by BCS are subject to correction.

PRICES: If Seller's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Seller agrees to give BCS the benefit of such lower price on any such Goods or Services. In no event shall Seller's price be higher than the price last quoted or last charge to BCS unless otherwise agreed in writing. No charges for transportations, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.

PRICE ADJUSTEMENTS (term contracts only): Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Seller to other customers.

Notification: Must be given to BCS in writing concerning any proposed price adjustments. Such notification shall be accompanied by a copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.

Decreases: BCS shall receive full proportionate benefit immediately at any time during the contract period.

Increases: All prices shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with BCS reserving the right to accept or reject the increase, or cancel the Contract. Such action by BCS shall occur not later than 15 days after the receipt by BCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

FREIGHT ON BOARD: All shipments of Goods are freight on board destination unless otherwise stated in the Contract Documents.

TAXES: Any applicable taxes shall be invoiced as a separate item.

CONDITION AND PACKAGING: Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

DELAYS IN SHIPMENT: Time and date of delivery are of the essence, except when delay is due to causes beyond Seller's reasonable control and without Seller's fault or negligence.

RISK OF LOSS: Seller shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by BCS or its nominee.

REJECTION: All Goods and Services shall be received subject to BCS inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Seller's expense or may be accepted at an appropriate reduction in price. BCS may require Seller to promptly replace or correct any rejected Goods or Services and, if Seller fails to promptly replace or correct such Goods or Services, BCS may contract with a third party to replace such Goods and Services and charge the Seller the additional cost.

COMPLIANCE WITH ALL LAWS: Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.

WARRANTIES: Seller warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive

OFFEROR: _____

any inspection, delivery, acceptance or payment by BCS of the Goods and Services and shall run to BCS and any user of the Goods and Services. This express warranty is in addition to Seller's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, BCS shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.

INDEMNIFICATION: Seller shall indemnify and hold harmless BCS, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Seller shall indemnify and save harmless BCS, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of BCS in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless BCS, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

INSURANCE: Unless such insurance requirements are waived or modified by BCS, Seller certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to BCS and authorized to do business in the State of North Carolina: Automobile – Seller shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability – Seller shall maintain commercial general liability insurance that shall protect Seller from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than 1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employer's Liability Insurance – If applicable to Seller, Seller shall meet the statutory requirements of the State of North Carolina for Worker's compensation coverage and employers' liability insurance. Certificates of such insurance shall be furnished by Seller to BCS and shall contain the provision that BCS be given 30 days' written notice of any intent to amend or terminate by either Seller or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

TERMINATION FOR CONVENIENCE: In addition to all of the other rights which BCS may have to cancel this order, BCS shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 10 days notice in writing from BCS to Seller. If the Contract is terminated by BCS in accordance with this paragraph, Seller will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. BCS will not be liable to Seller for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Order.

TERMINATION FOR DEFAULT: BCS may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. In addition to any other remedies available to BCS law or equity, BCS may procure upon such terms as BCS shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Seller shall be liable to BCS for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

ACCOUNTING PROCEDURES: Seller shall comply with any accounting and fiscal management procedures prescribed by BCS to apply to the Contract. Seller shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.

IMPROPER PAYMENTS: Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller shall refund to BCS any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Seller shall make such refunds within 30 days after BCS notifies Seller in writing that a payment has been determined to be improper.

CONTRACT TRANSFER: Seller shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of BCS.

CONTRACT PERSONNEL: Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.

KEY PERSONNEL: Seller shall not substitute for key personnel assigned to the performance of the Contract without prior written approval from BCS. "Key personnel" are defined as those individuals identified by name or title in the Contract Documents or in written communication from Seller. BCS is responsible for administering the Contract.

OFFEROR: _____

CONTRACT MODIFICATIONS: The Contract may be amended only by written amendment duly executed by both BCS and Seller. However, minor modifications may be made by BCS to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Seller's performance; (b) do not increase Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to BCS without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both BCS and the Seller and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.

RELATIONSHIP OF PARTIES: ACCEPTANCE: Seller is an independent contractor and not an employee of BCS. The conduct and control of the work will lie solely with Seller. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Seller and BCS. Employees of Seller shall remain subject to the exclusive control and supervision of Seller, which is solely responsible for their compensation.

ADVERTISEMENT: The Contract will not be used in connection with any advertising by Seller without prior written approval by BCS.

NON-DISCRIMINATION: During the performance of the Contract, Seller shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

MONITORING AND EVALUATION: Seller shall cooperate with BCS, or any other person or agency as directed by BCS in monitoring, inspecting, auditing or investigating activities related to the Contract. Seller shall permit BCS to evaluate all activities conducted under the Contract. BCS has the right at its sole discretion to require that Seller remove any employee of Seller from BCS property and from performing services under the Contract following provision of notice to Seller of the reasons for BCS dissatisfaction with the services of Seller's employee.

FINANCIAL RESPONSIBILITY: Seller is financially solvent and able to perform under the Contract. If requested by BCS, Seller agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by BCS. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then BCS shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.

INSPECTION AT SELLER'S SITE: BCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for BCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

E-Verify: Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties for the purchase of Beverage Products, services and/or equipment to the students of Buncombe County Public Schools that fall within Federal regulations and State statutes that will be provided at an economical price for the SFA.

The section titles contained in this General Terms and Conditions document are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

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

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

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

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

B. Contract Time Period

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

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

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

C. Addendum

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

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

D. Specifications

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

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

All bids/proposals must identify the manufacturer, brand, portion size, etc. of the product being offered. "Pre-Approved Equal" Brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than any "approved brand" specified, the offeror must supply a complete description and sufficient data for the SFA to properly analyze the product being compared. Samples may be

requested for items other than "approved brands". These "Pre-Approved Equal" brands must be approved by the SFA before the bid opening. The SFA reserves the right to reject any brand submitted if the SFA does not have sufficient information or time to conduct taste-testing in order to deem the product as a "Pre-approved Equal".

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

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

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

General Specification Provisions:

1. Quantities

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

2. Packaging

Unless otherwise provided for in this RFP, all products supplied under any Contract resulting from this RFP must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under Contract resulting from this RFP for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

3. Pricing

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

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

"Discount from Catalog" RFPs requires a single discount percentage to be applied to all items in the offeror's published catalog, which must be supplied with the bid response.

"Cost Plus" bids/proposals will not be accepted unless otherwise requested in this RFP.

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

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

4. Delivery and Transportation

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

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

OFFEROR: _____

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

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

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

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

When the needs of the SFA require immediate response, the right to pick up products awarded under this RFP on an "over the counter" basis must be available for the majority of the items awarded to a vendor. Under such circumstances, the SFA's personnel may pick up products at the vendor's warehouse location at the agreed-upon price with no minimum purchase required.

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

5. Quality

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

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

Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS must be provided to the SFA with the first shipment to the SFA at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Materials Safety Data Sheets to the SFA upon request. Providing a web site access location to MSDS information is an acceptable alternative.

6. Product Inspection, Testing, and Defective Items

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

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

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

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

OFFEROR: _____

7. Samples

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

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

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

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

8. Warranties

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

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

9. Buy American provision

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

E. Bid Evaluation and Award

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

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

The SNP reserves the right to award a single contract for the total requirement of the RFP or award multiple contracts on a group or line item basis in any combination that best serves the interest of Buncombe County Schools School Nutrition.

The proposal will be evaluated to determine which vendor can, in the sole opinion of the proposal evaluation committee, provide the best solution for the SNP. Cost will be the majority of the evaluation but will not be the sole determining factor in the decision making process.

- Convenience and quality of products – 20 points
- Meets and or exceeds service requirements – 20 points
- Review of historical actual usage and historical date – 10 points
- Compliance with terms and special terms of RFP – 20 points
- Reasonableness of cost – 30 points (include mathematical formulas used to arrive at cost on spreadsheet)

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

OFFEROR: _____

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

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

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

F. Substitutions

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

G. Deviations from Item Specification or General Terms and Conditions

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

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

H. Contract and Purchase Order Requirements

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

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

I. Invoices, Packing Lists, and Payment Conditions

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

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

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

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

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

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

J. Records Retention Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Force Majeure Consideration

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

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

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

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

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

M. Venue

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

N. Waiver

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

O. Right to Assurance

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

P. Extension Clause

This contract may be extended annually for up to four (4) additional years from the expiration of the Contract period, unless sooner terminated in accordance with the provisions of this Contract, if the vendor and the SFA mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national Consumer Price Index, *Cost of Food Away from Home*, increase.

Q. Regulatory Compliance

1. The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
3. The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

OFFEROR: _____

4. The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
5. The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
6. The offeror shall comply with the provisions of the Consumer Product Safety Act.
7. The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
8. The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

R. Assurance of Non-Collusion

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

- (1) Neither the offerer nor any business entity represented by the offerer has received compensation for participation in the preparation of the items specifications or the General Terms and Conditions related to this RFP,
- (2) This bid has been arrived at independently and is submitted without collusion with any other offerer, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offerer an unfair advantage over any other offerer with respect to this RFP.
- (3) The offerer has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission related to this bid, anyu recommendations, decision, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid,
- (4) Neither the offerer, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another offerer, competitor, or potential competitor prior to the opening of bids/proposals.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

S. Assurances regarding Legal and Ethical Matters

By signing this bid, the offerer assures that:

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids/proposals on behalf of the offering entity,
- (2) the offerer has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,

OFFEROR: _____

- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
- (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
- (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

T. Bid Acceptance

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

U. Protest Procedure

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

V. Questions Regarding Request for Bid

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

Buncombe County Schools
School Nutrition Department
175 Bingham Rd.
Asheville, NC 28806

VENDOR'S REQUIRED ATTACHMENTS

- Attachment A** **Vendor Bid Certification**
- Attachment B** **Vendor's HACCP Plan Summary**
- Attachment C** **Factor's that will be evaluated and used to award this contract**
- Attachment D** **Vendor Information Page**
- Attachment E** **HUB Certification**
- Attachment F** **Certification for Contracts, Grants, Loans, Cooperative Agreements and Lobbying**
- Attachment G** **Instructions for Certifications, Debarment, Ineligibility and Voluntary Exclusion**
- Attachment H** **Lunsford Act Compliance**
- Attachment I** **Iran Divestment Act Certification**
- Attachment J** **Dealership Listing**
- Attachment K** **No Response**
- Attachment L** **Vendor's Evidence of Required Insurance**
- Attachment M** **Bid Specification/Pricing**

OFFEROR: _____

Attachment A

**Buncombe County Schools
School Nutrition Program
VENDOR BID/PROPOSAL CERTIFICATION
to Include any Summer Nutrition Programs**

Bidder Failure to execute/sign Bid prior to submittal shall render Bid invalid.

ADDENDUMS ____ THRU ____ WERE RECEIVED PRIOR TO BID SUBMITTAL

VENDOR: _____

FEDERAL ID OR SOCIAL SECURITY NUMBER _____

ADDRESS: _____

CITY & STATE _____ **ZIP:** _____

TYPE OR PRINT NAME & TITLE OF PERSON SIGNING THIS BID AND PROVIDE E-MAIL:

NAME/TITLE: _____

E-MAIL _____

I certify by my signature below that the PRICES quoted in this RFP are correct and that I have the authority to obligate the company to perform under the terms and conditions stated in this RFP/Contract.

AUTHORIZED SIGNATURE: _____ **DATE:** _____

COMPANY _____

THE METHOD OF AWARD WILL BE:

All Beverage Products

Line Item prices: \$ _____

I certify by my signature below that the PRICES quoted in this RFP are correct and that I have the authority to obligate the company to perform under the terms and conditions stated in this RFP/Contract.

Print Name of Person Authorized to Sign Bid

Signature of Person Authorized to Sign Bid

Print Name of Vendor/Company/Organization

Date

OFFEROR: _____

Attachment B
Vendor's HACCP Plan Summary

OFFEROR: _____

Attachment D
Vendor Information Form

Company Name: _____

Contact Person for Orders: _____

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Contact Person for Detailed Product Information (ingredient listings and nutrient analysis):

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

Contact Person for Billing Questions, Credits, Damaged or Incorrect Products, etc.:

Office Phone: _____

Cell Phone: _____

Fax: _____

E-mail: _____

OFFEROR: _____

Attachment E

HUB Certification

Historically Underutilized Business (HUB) Certification

Companies submitting Bids/proposals that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) Entities are encouraged to indicate their HUB status when responding to this RFP.

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

- **Minority**
- **Small Business**
- **Women Owned**

Company Name (Print)

Signature of Authorized Representative

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

Company Name (Print)

Signature of Authorized Representative

OFFEROR: _____

Attachment F

Certification for Contracts, Grants, Loans, and Cooperative Agreements/Lobbying

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

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

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

Company Name (Print)

Authorized Signature

Date

OFFEROR: _____

Attachment G

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, §3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

1. The prospective participant certifies, by submission of this Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where 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.

Organization Name (print)

RFP #

Name and Title of Authorized Representative (print)

Signature

Date

By signing and submitting this form, the prospective Vendor is providing certification they have accessed and verified at the following website: <http://www.doa.state.nc.us/PandC/actions.asp> that the Vendor is not currently debarred or suspended from conducting business in the state of North Carolina.

OFFEROR: _____

Attachment H

NC LUNSFORD ACT N.C. GENERAL STATUTE 14-208.18

Buncombe County School District

LUNSFORD ACT. The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS: The Vendor shall conduct criminal background checks on each of its employees who, pursuant to the Agreement, engage in any services of Buncombe County School District property or at Buncombe County School District events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. The Buncombe County School District reserves the right to prohibit any individual employee of Vendor from providing services on Buncombe County School District property or at Buncombe County School District events if the Buncombe County School District determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Company Name (Type)

Signature of Authorized Representative

Date

OFFEROR: _____

Attachment I

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _____

By: _____
Signature

Date

Printed Name

Title

*Note: Enacted by Session Law 2015-118 as G.S. 143C-55 et seq., but has been renumbered for codification at the direction of the Revisor of Statutes.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>
 and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at *Meryl.Murtagh@nctreasurer.com* or (919) 814-3852.

OFFEROR: _____

Attachment J

**Buncombe County Schools
Dealerships Listing**

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

(Please Type or Print)

Company Name

Address

City

State

Zip

Phone

Fax

Email

Contact Person

Company Name

Address

City

State

Zip

Phone

Fax

Email

Contact Person

OFFEROR: _____

Attachment K

**Buncombe County Schools
No Response Form**

By my signature, I _____

Certify that on _____, _____
Date Company

Has reviewed Buncombe County's solicitation for Beverage and elects not to submit a bid.

Authorized Signature

Title of Individual

Address of Company

City, State, Zip Code

Telephone Number

Fax Number

OFFEROR: _____

Attachment L

Vendor's Evidence of Required Insurance

OFFEROR: _____

Attachment M
Bid Specification/Pricing

2020-2021 ACADEMIC CALENDAR

JULY 2020

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

7/3-July 4 observance

AUGUST 2020

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11 _{PD}	12	13	14	15
16	17 ₁	18 ₂	19 ₃	20 ₄	21 ₅	22
23	24 ₆	25 ₇	26 ₈	27 ₉	28 ₁₀	29
30	31 ₁₁					

8/10 – District Required Trainings
8/11 – District Professional Development
8/17 – 1st Day for Students
8/17-8/21- Add'l Student Days

SEPTEMBER 2020

S	M	T	W	T	F	S
		1 ₁₂	2 ₁₃	3 ₁₄	4 ₁₅	5
6	7	8 ₁₆	9 ₁₇	10 ₁₈	11 ₁₉	12
13	14 ₂₀	15 ₂₁	16 ₂₂	17 ₂₃	18 ₂₄	19
20	21 ₂₅	22 ₂₆	23 ₂₇	24 ₂₈	25 ₂₉	26
27	28 ₃₀	29 ₃₁	30 ₃₂			

9/7 – Labor Day – No School

OCTOBER 2020

S	M	T	W	T	F	S
				1 ₃₃	2 ₃₄	3
4	5 ₃₅	6 ₃₆	7 ₃₇	8 ₃₈	9 ₃₉	10
11	12 ₄₀	13 ₄₁	14 ₄₂	15 ₄₃	16 ₄₄	17
18	19 ₄₅	20 ₄₆	21 ₄₇	22 ₄₈	23 ₄₉	24
25	26 ₅₀	27 ₅₁	28 ₅₂	29 ₅₃	30 ₅₄	31

10/5 – OTWD / Remote Learning
10/16 – End of Grading Period
10/19 – 2 Hr. Early Dismissal
10/23 – Report Cards

NOVEMBER 2020

S	M	T	W	T	F	S
1	2 ₅₅	3 ₅₆	4 ₅₇	5 ₅₈	6 ₅₉	7
8	9 ₆₀	10 ₆₁	11	12 ₆₂	13 ₆₃	14
15	16 ₆₄	17 ₆₅	18 ₆₆	19 ₆₇	20 ₆₈	21
22	23 ₆₉	24 ₇₀	25	26	27	28
29	30 ₇₁					

11/2- Early Dismissal
11/3 – OTWD / Remote Learning
11/11 – Veteran's Day – No School
11/25-11/27 – No School

DECEMBER 2020

S	M	T	W	T	F	S
		1 ₇₂	2 ₇₃	3 ₇₄	4 ₇₅	5
6	7 ₇₆	8 ₇₇	9 ₇₈	10 ₇₉	11 ₈₀	12
13	14 ₈₁	15 ₈₂	16 ₈₃	17 ₈₄	18 ₈₅	19
20	21	22	23	24	25	26
27	28	29	30	31		

12/21- OTWD
12/18 – End of Grading Period
12/23-12/31 – No School

JANUARY 2021

S	M	T	W	T	F	S
					1	2
3	4 ₈₆	5 ₈₇	6 ₈₈	7 ₈₉	8 ₉₀	9
10	11 ₉₁	12 ₉₂	13 ₉₃	14 ₉₄	15 ₉₅	16
17	18	19 ₉₆	20 ₉₇	21 ₉₈	22 ₉₉	23
24	25 ₁₀₀	26 ₁₀₁	27 ₁₀₂	28 ₁₀₃	29 ₁₀₄	30
31						

1/1 – New Year's Day – No School
1/8 – Report Cards
1/15 – 2 Hr. Early Dismissal
1/18 – MLK Holiday – No School

FEBRUARY 2021

S	M	T	W	T	F	S
	1 ₁₀₅	2 ₁₀₆	3 ₁₀₇	4 ₁₀₈	5 ₁₀₉	6
7	8 ₁₁₀	9 ₁₁₁	10 ₁₁₂	11 ₁₁₃	12 ₁₁₄	13
14	15 ₁₁₅	16 ₁₁₆	17 ₁₁₇	18 ₁₁₈	19 ₁₁₉	20
21	22 ₁₂₀	23 ₁₂₁	24 ₁₂₂	25 ₁₂₃	26 ₁₂₄	27
28						

2/3 – 2 Hr. Early Dismissal
2/15 – OTWD/Remote Learning

MARCH 2021

S	M	T	W	T	F	S
	1 ₁₂₅	2 ₁₂₆	3 ₁₂₇	4 ₁₂₈	5 ₁₂₉	6
7	8 ₁₃₀	9 ₁₃₁	10 ₁₃₂	11 ₁₃₃	12 ₁₃₄	13
14	15 ₁₃₅	16 ₁₃₆	17 ₁₃₇	18 ₁₃₈	19 ₁₃₉	20
21	22 ₁₄₀	23 ₁₄₁	24 ₁₄₂	25 ₁₄₃	26 ₁₄₄	27
28	29 ₁₄₅	30 ₁₄₆	31 ₁₄₇			

3/11 – 2 Hr. Early Dismissal
3/12 – OTWD/Remote Learning – End of Grading Period
3/19 – Report Cards

APRIL 2021

S	M	T	W	T	F	S
				1 ₁₄₈	2 ₁₄₉	3
4	5	6	7	8	9	10
11	12 ₁₅₀	13 ₁₅₁	14 ₁₅₂	15 ₁₅₃	16 ₁₅₄	17
18	19 ₁₅₅	20 ₁₅₆	21 ₁₅₇	22 ₁₅₈	23 ₁₅₉	24
25	26 ₁₆₀	27 ₁₆₁	28 ₁₆₂	29 ₁₆₃	30 ₁₆₄	

4/2- Early Dismissal
4/5 – 4/9 – No School
4/30 – OTWD/Remote Learning

MAY 2021

S	M	T	W	T	F	S
						1
2	3 ₁₆₅	4 ₁₆₆	5 ₁₆₇	6 ₁₆₈	7 ₁₆₉	8
9	10 ₁₇₀	11 ₁₇₁	12 ₁₇₂	13 ₁₇₃	14 ₁₇₄	15
16	17 ₁₇₅	18 ₁₇₆	19 ₁₇₇	20 ₁₇₈	21 ₁₇₉	22
23	24 ₁₈₀	25 ₁₈₁	26 ₁₈₂	27 ₁₈₃	28 ₁₈₄	29
30	31					

6/1- Last Day for Students- 2 HR Early Dismissal

JUNE 2021

S	M	T	W	T	F	S
		1 ₁₈₅	2	3	4	5
7	8	9	10	11	12	
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

1 OTWD	5 OTWD/Remote Learning	6 DTWD	2 AVL (OTWD)	11 Holidays	10 AL	185 Instructional Days	3 PLC Early Dis.	4 Early Dismissals	5 Additional Learning Days
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IMPORTANT! Calendar subject to change. This school year may be extended or revised due to inclement weather, COVID-19 or other necessary conditions. Calendar approved by Buncombe County Board of Education on 6.4.2020.

G.S. 115C-84.2 states that local boards of education shall determine the dates of opening and closing public schools. *Senate Bill 704 COVID-19 Recovery Act mandates opening date for students as August 17, 2020 and closing date for students no later than June 11, 2021. Remote instruction days are included.

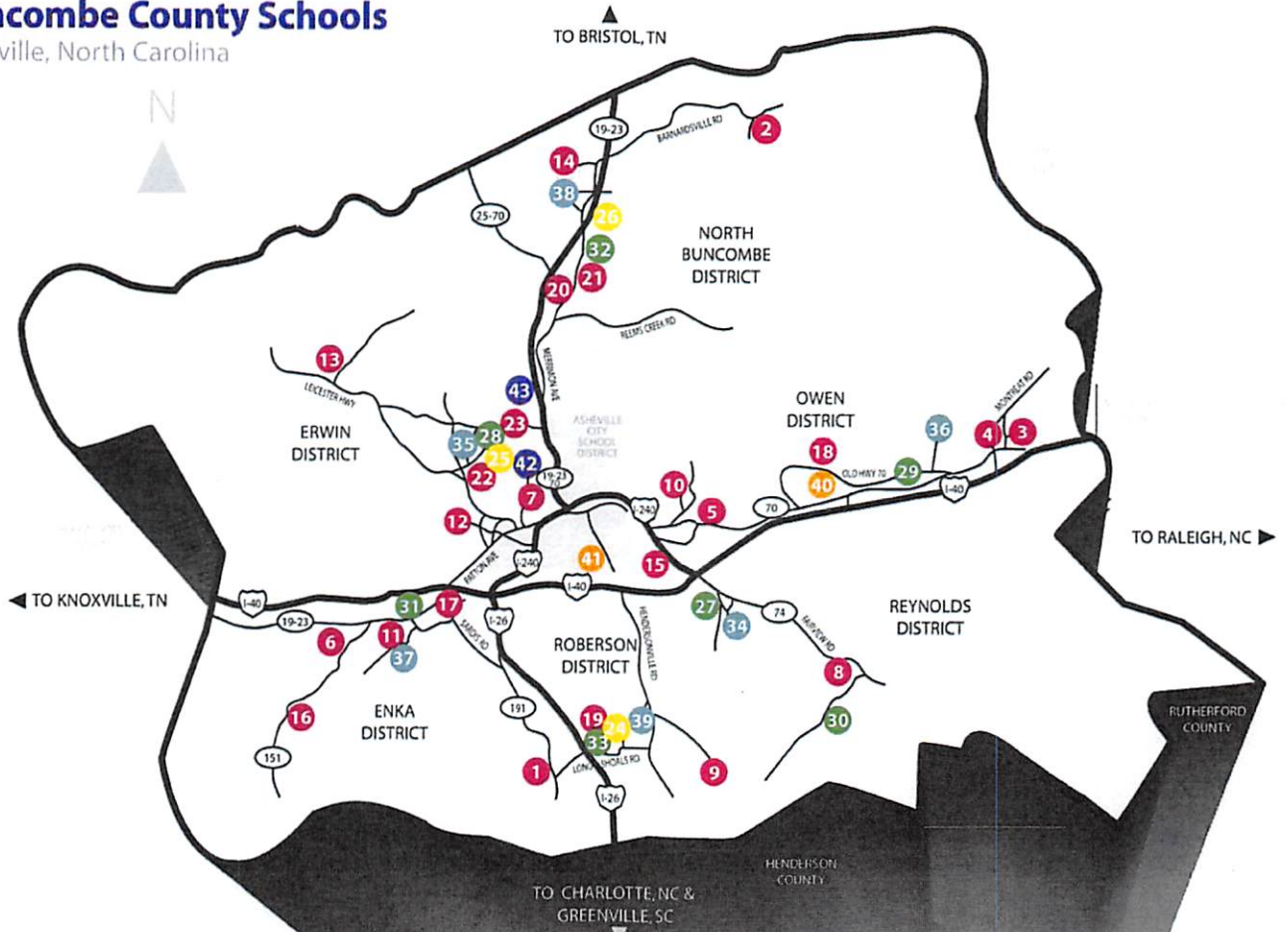
*OTWD- Optional Teacher Workday, DTWD- Designated Teacher Workday, AVL- Accrued Vacation Leave/Optional Teacher Workday, AL- Annual Leave, PLC- Professional Learning Communities

**School Nutrition Managers
2020-2021**

#	School	Manager	School #
304	Reynolds High	Connie Clark	298-1160
306	Reynolds Middle	Dana Nickloy	298-3892
308	Barnardsville Elementary	TBD	626-3436
318	Black Mountain Elementary	Jessica Myers	669-2849
320	Black Mountain Primary	Jessica Myers	669-2059
324	Candler Elementary	Kristy Laird	670-5036
326	Cane Creek Middle	Christine Holley	628-0861
332	Bell Elementary	Cheryl Brown	298-3217
336	Owen High	Angela Mazalic	686-3270
338	Owen Middle	Jennifer Ellington	686-8338
340	Erwin High	TBD	232-4261
342	Erwin Middle	Stacy Buckner	232-4268
348	Emma Elementary	Robin Caron	232-4276
352	Enka High	Teresa Wells	667-0886
356	Fairview Elementary	Paula Penley	628-0947
366	Glen Arden Elementary	Cherry Odogwu	654-1804
368	Haw Creek Elementary	Lisa Ballew	298-8676
370	Hominy Valley Elementary	Gayle Lane	665-0743
372	Johnston Elementary	Michele Smith	232-2014
376	Leicester Elementary	Christina Dougherty	683-6032
379	North Buncombe Elementary	Christy Warren	255-1390
380	North Buncombe High	Betty Dillingham	645-5900
381	North Buncombe Middle	Elaine Tweed	658-9808
382	North Windy Ridge Intermediate	Shannon Webb	658-4302
384	Oakley Elementary	Beth Moore	274-0555
388	Pisgah Elementary	TBD	670-5027
401	Enka Middle	TBD	670-5014
408	Sand Hill/Venable Elementary	Larry Christman	670-5033
410	Avery's Creek Elementary	Kim Onofri	654-1809
412	Williams Elementary	Donya Cummings	686-5398
416	Roberson High	Judy Rathburn	654-1779
420	Valley Springs Middle	Kathleen Lawlor	654-1791
422	Estes Elementary	Lisa Christman	654-1799
425	Enka Intermediate	Lori Hicks	255-1385
428	Weaverville Elementary	Ashley Mendoza	645-6105
432	Weaverville Primary	Melissa Metcalf	658-9890
436	West Buncombe Elementary	Donna Deskins	232-4285
444	Woodfin Elementary	Debbie Hyatt	255-5703
450	Koontz Intermediate	Sara Lowe	684-1389
451	Eblen Intermediate	Tamara Wilson	255-5760
500	Nesbitt Discovery Academy	Tina Parham	350-2265

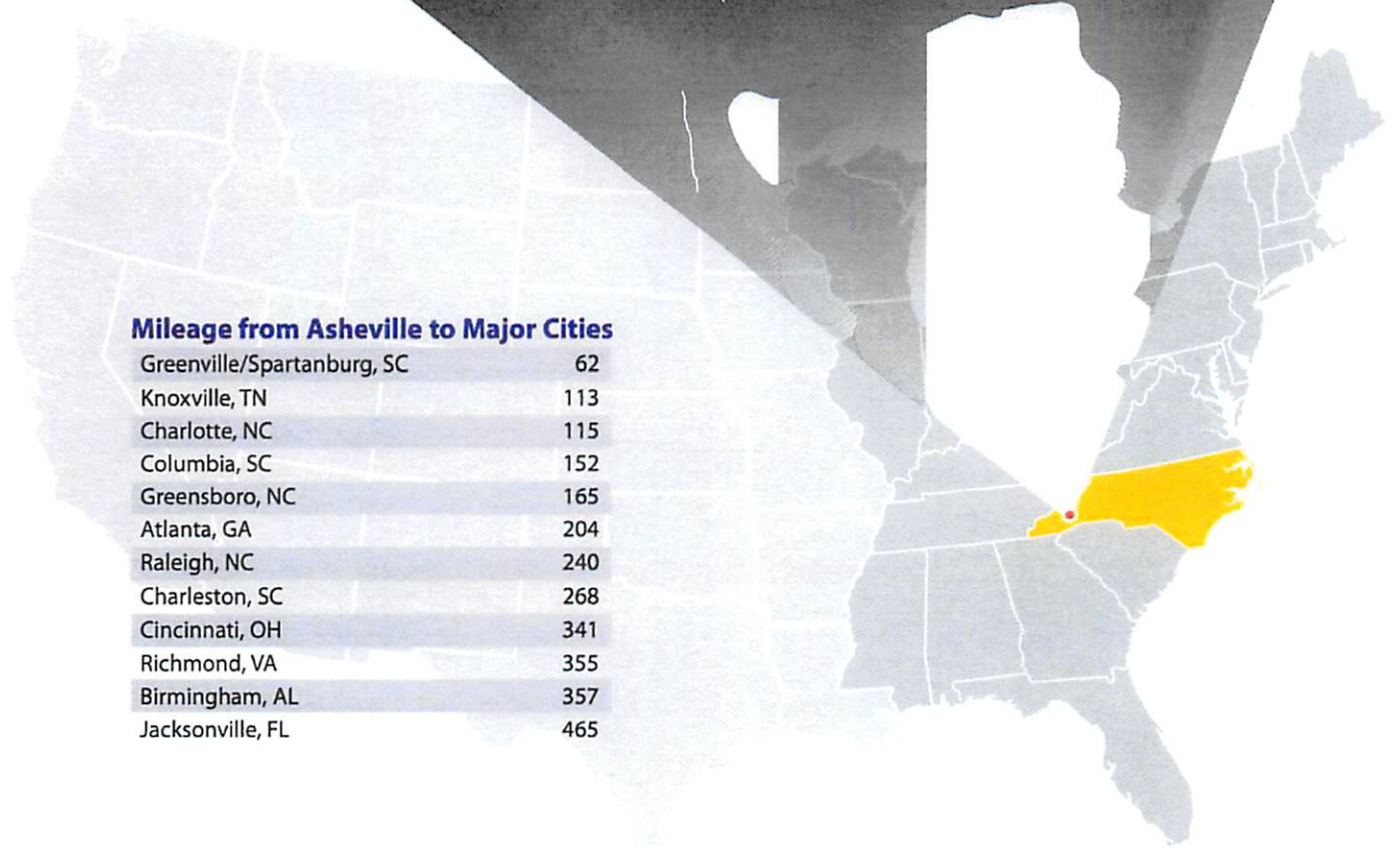
Buncombe County Schools

Asheville, North Carolina



Mileage from Asheville to Major Cities

Greenville/Spartanburg, SC	62
Knoxville, TN	113
Charlotte, NC	115
Columbia, SC	152
Greensboro, NC	165
Atlanta, GA	204
Raleigh, NC	240
Charleston, SC	268
Cincinnati, OH	341
Richmond, VA	355
Birmingham, AL	357
Jacksonville, FL	465



Buncombe County Schools

Asheville, North Carolina

ELEMENTARY

- 1 **Avery's Creek** 654.1810
15 Park South Boulevard, Arden 28704
- 2 **Barnardsville** 626.2290
20 Hillcrest Drive, Barnardsville 28709
- 3 **Black Mountain** 669.5217
100 Flat Creek Road, Black Mountain 28711
- 4 **Black Mountain Primary** 669.2645
301 East State Street, Black Mountain 28711
- 5 **C. C. Bell** 298.3789
90 Maple Springs Road, Asheville 28805
- 6 **Candler** 670.5018
121 Candler School Road, Candler 28715
- 7 **Emma** 232.4272
37 Brickyard Road, Asheville 28806
- 8 **Fairview** 628.2732
1355 Charlotte Highway, Fairview 28730
- 9 **Glen Arden** 654.1800
50 Pinehurst Circle, Arden 28704
- 10 **Haw Creek** 298.4022
21 Trinity Chapel Road, Asheville 28805
- 11 **Hominy Valley** 665.0619
450 Enka Lake Road, Candler 28715
- 12 **Johnston** 232.4291
230 Johnston Boulevard, Asheville 28806
- 13 **Leicester** 683.2341
31 Gilbert Road, Leicester 28748
- 14 **North Buncombe** 645.6054
251 Flat Creek Church Road, Weaverville 28787
- 15 **Oakley** 274.7515
753 Fairview Road, Asheville 28803
- 16 **Pisgah** 670.5023
1495 Pisgah Highway, Candler 28715
- 17 **Sand Hill-Venable** 670.5028
154 Sand Hill School Road, Asheville 28806
- 18 **W. D. Williams** 686.3856
161 Bee Tree Road, Swannanoa 28778
- 19 **W. W. Estes** 654.1795
275 Overlook Road, Asheville 28803
- 20 **Weaverville** 645.3127
129 South Main Street, Weaverville 28787
- 21 **Weaverville Primary** 645.4275
39 South Main Street, Weaverville 28787
- 22 **West Buncombe** 232.4282
175 Erwin Hills Road, Asheville 28806
- 23 **Woodfin** 232.4287
108 Elk Mountain Road, Asheville 28804

INTERMEDIATE

- 24 **Charles T. Koontz Intermediate** 684.1295
305 Overlook Road, Asheville 28803
- 25 **Joe P. Eblen Intermediate** 255.5757
59 Lee's Creek Road, Asheville 28806
- 26 **North Windy Ridge** 658.1892
20 Doan Road, Weaverville 28787

MIDDLE

- 27 **A. C. Reynolds** 298.7484
2 Rocket Drive, Asheville 28803
- 28 **C. A. Erwin** 232.4264
20 Erwin Hills Road, Asheville 28806
- 29 **C. D. Owen** 686.7739
730 Old U. S. 70, Swannanoa 28778
- 30 **Cane Creek** 628.0824
570 Lower Brush Creek Road, Fletcher 28732
- 31 **Enka** 670.5010
390 Asbury Road, Candler 28715
- 32 **North Buncombe** 645.7944
51 N. Buncombe Sch. Road, Weaverville 28787
- 33 **Valley Springs** 654.1785
224 Long Shoals Road, Arden 28704

HIGH

- 34 **A. C. Reynolds** 298.2500
1 Rocket Drive, Asheville 28803
- 35 **C. A. Erwin** 232.4251
60 Lees Creek Road, Asheville 28806
- 36 **C. D. Owen** 686.3852
99 Lake Eden Road, Black Mountain 28711
- 37 **Enka** 670.5000
475 Enka Lake Road, Candler 28715
- 38 **North Buncombe** 645.4221
890 Clark's Chapel Road, Weaverville 28787
- 39 **T. C. Roberson** 654.1765
250 Overlook Road, Asheville 28803

SPECIALIZED

- 40 **Community High School** 686.7734
235 Old U. S. 70, Swannanoa 28778
- 41 **Buncombe County Early College
Buncombe County Middle College** 232.4123
340 Victoria Road, Asheville 28801 (AB Tech Campus)
- Progressive Education Program** 654.1780
250 A Overlook Road, Asheville 28803
(Estes, Valley Springs, Roberson)

ADMINISTRATIVE

- 42 **Administrative Services
Board of Education
Superintendent's Office
Maintenance** 255.5921
175 Bingham Road, Asheville 28806
- 43 **Transportation** 232.4240
74 Washington Avenue, Asheville 28804