

ADDENDUM #2

#148-AHS-046

PROJECT: Asheville High School Exclusive Beverage Vending Services

The solicitation named above is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Bidder shall take this Addendum into consideration when preparing and submitting its Proposal.

This Addendum #2 to the RFP# 148-AHS-046 contains the following additions, clarifications and/or changes:

- Updates the date for the proposals deadline and public bid opening, which will now be Monday, November 3, 2025 at 2:00 pm.
- Updates to number of vending machines from 5 to 10. Add Smart Snacks requirement to the 5 student-facing vending machines.
- Correction to answer previously addressed via Addendum #1, which was to question asked by Eric Allen with Pepsi.
- Addresses new questions and answers from Scott Smith with Canteen.

UPDATE to Proposals Deadline and Public Bid Opening:

The deadline for proposals and consequent public bid opening is hereby updated to Monday, November 3, 2025 at 2:00pm. The location remains Asheville City Schools, 85 Mountain St, Asheville, NC 28801. Attendance by Bidders at the bid opening remains optional.

Original Bid Opening as posted:

October 27, 2025 at 2:00pm

Updated Bid Opening per this Addendum #2:

November 3, 2025 at 2:00pm

UPDATE to the number of vending machines, mentioned in RFP under Section 1: Purpose:

Original prior to update:

“AHS desires to place at least five (5) vending machines on its campus.”

Updated per this Addendum #2:

“AHS desires to place 5 student-facing vending machines on its campus and an additional 5 vending machines in teachers' lounges on its campus. All student-facing vending machines must comply with Smart Snacks nutrition requirements.”

CORRECTION to Question and Answer previously addressed by Addendum #1:

Question #3: What would the time restrictions be?

Corrected answer per this Addendum #2:

All student facing vending machines must comply with ACS Board Policy 6230 School Meal and Competitive Foods Standards. I am including ACS Board Policy 6230 as an attachment to this Addendum. In addition to the vendor assurance that the stock of the machines maintains compliance with all current federal Smart Snack requirements, and the assurance that timers will be installed and maintained such that the machines are non-operational during prohibited times of day, no competitive foods may be sold until after the conclusion of the last lunch period of the day. This is currently 1:15pm.

QUESTIONS from Scott Smith from Canteen. ANSWERS are in red font:

1. Do you have historical sales you can share? **No**
2. Who is the incumbent for the beverages? **Pepsi-Cola Bottling Company**
3. Can you confirm this is just one high school and 5 beverage vending machines? **Yes, this RFP refers to one high school campus; Asheville High School, located at 419 McDowell St, Asheville, NC 28803. As per the above update, AHS plans to place 5 student-facing vending machines and an additional 5 vending machines in teachers lounges.**

[ATTACHMENT]

Asheville City Schools Board Policy 6230: School Meal and Competitive Foods Standards

Policy 6230 School Meal and Competitive Foods Standards

All employees or other individuals who select foods or beverages to be sold to students on a school campus during the school day shall select and procure such foods and beverages in a manner consistent with the goals established by the board in policy [6200](#), Goals of School Nutrition Services, and policy [6140](#), Student Wellness, and with all state and federal laws and regulations. Additionally, in furtherance of the board's goals, the board establishes the following standards for school meals and other foods sold or available on school campuses.

A. School Meal Requirements

Meals and snacks provided through the National School Lunch, School Breakfast, and After School Snack Programs must comply with all federal nutrition standards applicable to the respective program, including meal component requirements and dietary standards.

B. Foods Other than School Meals

1. Definitions

a. School day

As used in this policy, "school day" means the period from midnight through **30 minutes after the dismissal bell rings**.

b. Competitive foods

Competitive foods are all foods and beverages, other than meals reimbursed through the federally-funded school nutrition programs, available for sale to students on campus during the school day.

2. Foods Sold From Midnight Until the End of the Last Lunch Period

The sale of food and beverages between midnight and the end of the last lunch period is the responsibility of the Child Nutrition Program (CNP), and the CNP will retain the proceeds. No foods or beverages may be sold to students on any school campus during that time period except through the Child Nutrition Program. The school principal and CNP personnel shall ensure that all competitive foods, including vended *a la carte* and all other *a la carte* or supplemental food and beverages, sold during that time period meet the federal Smart Snacks nutrition standards.

3. Foods Sold Between the Last Lunch Period and the End of the School Day

Each year, through its School Nutrition Program Annual Agreement, the board will establish accountability for the sale of competitive foods during the period between the end of the last lunch period and the end of the school day. All foods sold during that period must comply with the federal Smart Snacks nutrition standards. This includes foods sold in vending machines (see subsection B.5, below), in school stores, and in other sales venues on the school campus.

4. Foods Sold After the School Day

Foods sold after the school day are not subject to the federal Smart Snacks standards but are subject to any school rules established pursuant to policy [6140](#), Student Wellness.

5. Vending Sales During the School Day

In elementary schools, no beverage or snack vending to students is permitted outside of the School Nutrition Program.

In middle and high schools, all vended snack foods and beverages sold during the school day must meet the federal Smart Snacks standards and any more restrictive state requirements.

Bottled water must be available in every school that has beverage vending.

6. Fund-Raising Activities Involving Food or Beverages

All fund-raising activities that involve the sale of food or beverages to students during the school day must comply with the federal Smart Snacks standards. However, no such fund-raising activities are permitted from midnight until the end of the last lunch period. Tokens of exchange for foods or beverages to be delivered later in the day also are prohibited during this time period.

Fund-raising activities that are conducted after the school day are not required to comply with the federal Smart Snacks nutrition standards, but are subject to policy [6140](#), Student Wellness, and any school rules established pursuant to that policy.

7. Foods Brought from Home for School Events

Each school principal may establish standards for food and beverages brought from home to be shared for classroom events or parties during the school day or for extracurricular activities after school. The board encourages principals to establish rules that are consistent with the Smart Snacks nutrition standards.

8. Responsibility for Compliance with the Limits on the Sale of Competitive Foods

The limitations on the sale of competitive foods during the school day established by law and this policy are intended to encourage students to develop healthy eating habits and to ensure the ability of the schools to provide nutritious meals at the lowest possible cost.

All employees, student groups, volunteers, school support organizations, and other parties within the school environment must comply with the restrictions and conditions on the sale of competitive foods to students during the school day imposed by federal and state law, this policy, and the terms of the board's School Nutrition Program Annual Agreement.

The superintendent shall hold each principal responsible for consistent enforcement of this policy.

9. Consequences for Non-Compliance with the Limits on the Sale of Competitive Foods

Employees will be subject to disciplinary sanctions for violating the requirements pertaining to the sale of competitive foods as described in this or other relevant board policy, the board's School Nutrition Program Annual Agreement, or federal or state law or regulation. Discipline may include suspension or dismissal for repeated willful violations. The superintendent may take all reasonable steps necessary to prevent violation of the competitive foods rules by any student or student group, volunteer, school support organization, or other party.

If a school is found by the North Carolina Department of Public Instruction to be in violation of the rules pertaining to the sale of competitive foods as established in federal or state law or regulation and the violations results in a monetary sanction against the Child Nutrition Program, the superintendent may require the school's principal to reimburse the Child Nutrition Program from the operating account of the school.

Nothing in this policy is intended to regulate or limit foods that students bring from home as part of a bag lunch.

Legal References: Child Nutrition Act of 1966, [42 U.S.C. 1771 et seq.](#); Healthy, Hunger-Free Kids Act of 2010, [P.L. 111-296, 7 C.F.R. Part 210](#); National School Lunch Act, [42 U.S.C. 1751, et seq.](#); [G.S. 115C-47\(7\)](#), [-47\(22\)](#), [-263](#), [-264](#), [-264.2](#), [-264.5](#); [16 N.C.A.C. 6H .0104](#); State Board of Education Policy [CHNU-002](#)

Cross References: Student Wellness (policy [6140](#)), Goals of School Nutrition Services (policy [6200](#))

Adopted: May 7, 2012

Revised: November 8, 2021

February 12, 2024

Asheville City Board of Education Policy Manual

ADDENDUM #1

#148-AHS-046

PROJECT: Asheville High School Exclusive Beverage Vending Services

The solicitation named above is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Bidder shall take this Addendum into consideration when preparing and submitting its Proposal.

This Addendum #1 to the RFP# 148-AHS-046 contains the following additions, clarifications and/or changes:

- Addresses questions and answers from one or more bidders.

QUESTIONS from Eric Allen from Pepsi. ANSWERS are in bold, red font:

1. Regarding the exclusivity and exclusion, is that in regard to Chartwells in the cafeteria? **Chartwells is currently the Food Service Management Company (FSMC) at Asheville High School and is the reason for the exclusion. The cafeteria and dining areas will continue to have vending provided by the FSMC.**
2. There are currently 5 vending machines on campus. Are these the same 5 machines mentioned in the RFP? **We don't anticipate increasing the number of machines at this time. The 5 machines mentioned in the RFP was obtained from our current count of 5 machines.**
3. What would the time restrictions be? **As mentioned in the RFP, "All student facing vending machines must comply with ACS Board Policy 6230 School Meal and Competitive Foods Standards." I am including ACS Board Policy 6230 as an attachment to this Addendum #1.**

As mentioned in this policy, "school day" means the period from midnight through 30 minutes after the dismissal bell rings. For reference, Asheville High School dismisses at 3:30 pm.

[ATTACHMENT]

Asheville City Schools Board Policy 6230: School Meal and Competitive Foods Standards

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Bottled water must be available in every school that has beverage vending.

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All employees, student groups, volunteers, school support organizations, and other parties within the school environment must comply with the restrictions and conditions on the sale of competitive foods to students during the school day imposed by federal and state law, this policy, and the terms of the board's School Nutrition Program Annual Agreement.

The superintendent shall hold each principal responsible for consistent enforcement of this policy.

9. Consequences for Non-Compliance with the Limits on the Sale of Competitive Foods

Employees will be subject to disciplinary sanctions for violating the requirements pertaining to the sale of competitive foods as described in this or other relevant board policy, the board's School Nutrition Program Annual Agreement, or federal or state law or regulation. Discipline may include suspension or dismissal for repeated willful violations. The superintendent may take all reasonable steps necessary to prevent violation of the competitive foods rules by any student or student group, volunteer, school support organization, or other party.

If a school is found by the North Carolina Department of Public Instruction to be in violation of the rules pertaining to the sale of competitive foods as established in federal or state law or regulation and the violations results in a monetary sanction against the Child Nutrition Program, the superintendent may require the school's principal to reimburse the Child Nutrition Program from the operating account of the school.

Nothing in this policy is intended to regulate or limit foods that students bring from home as part of a bag lunch.

Legal References: Child Nutrition Act of 1966, [42 U.S.C. 1771](#) *et seq.*; Healthy, Hunger-Free Kids Act of 2010, [P.L. 111-296](#), [7 C.F.R. Part 210](#); National School Lunch Act, [42 U.S.C. 1751](#), *et seq.*; [G.S. 115C-47\(7\)](#), [-47\(22\)](#), [-263](#), [-264](#), [-264.2](#), [-264.5](#); [16 N.C.A.C. 6H .0104](#); State Board of Education Policy [CHNU-002](#)

Cross References: Student Wellness (policy [6140](#)), Goals of School Nutrition Services (policy [6200](#))

Adopted: May 7, 2012

Revised: November 8, 2021

February 12, 2024

Asheville City Board of Education Policy Manual

STATE OF NORTH CAROLINA/ASHEVILLE CITY SCHOOLS

REQUEST FOR PROPOSALS

#148-AHS-046

PROJECT: Asheville High School Exclusive Beverage Vending Services

USING AGENCY: Asheville City Schools

ISSUE DATE: 10/15/2025

Bids subject to the conditions made a part hereof will be received until **2:00 pm, Monday, October 27, 2025**, for furnishing all labor, materials, equipment, and services incidental and implied, for completion of the project described herein.

THE PROCUREMENT PROCESS

The following is a general description of the process by which a vendor will be selected.

1. Request for Proposals is issued to prospective contractors.
2. The deadline for written questions is three (3) days prior to the due date.

Chris Pohlman, Purchasing Specialist
Phone: 828-350-6101
Email: chris.pohlman@acsgmail.net
3. All Proposals must be received by the Purchasing Specialist not later than the due date and time specified above, at which point all bids will be immediately thereafter opened. Attendance by Bidders at the Public Bid Opening is not required. Tabulations of bids and award information may be obtained by written request.
 - a. All Proposals must be fully sealed and reference RFP# 148-AHS-046 on the outside of the package. Providing one original Bid is sufficient. Additional copies of Bids are not necessary. Emailed bid submissions will NOT be accepted. All sealed bids should be clearly labeled with the following:

Asheville City Schools
Attn: 148-AHS-046
c/o Chris Pohlman
85 Mountain Street
Asheville, NC 28801
 - b. Bid Forms must be signed and dated by an official authorized to bind the firm. Unsigned bids will not be considered.
4. Proposals shall be evaluated using the following considerations: Beverage products available; Financial consideration, including but not limited to Base Bid, Vending Commissions, Guaranteed Minimums, Volume Incentives, Concession Sales, Advertising, Scholarships, etc; and Supplies and Equipment Consideration, including but not limited to Vending Machines, Concession Equipment, Athletic Drinks and Supplies, Scoreboards, etc. Award of a contract to one offeror does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most responsive and responsible.
5. Asheville City Schools reserves the right to reject all offers when such rejection is deemed to be in the best interest of Asheville City Schools.

(NOTE: THE BID FORM MUST BE FULLY EXECUTED AND RETURNED FOR CONSIDERATION)

BID FORM

#148-AHS-046

Asheville High School Exclusive Beverage Vending Services

DUE DATE: 10/27/2025 by 2:00PM

Please respond fully, completely and appropriately to each item and request for information or a bid on this form.

Bidder: _____

Address: _____

City/State/Zip: _____ Phone: _____

Fed ID No: _____ MBE Status: _____ Fax: _____

Email: _____

By: (Signature) _____ Date: _____

Printed Name _____ Title: _____

1. Beverages Offered

Please indicate below or on a separate sheet which of the following types or categories of beverages (and the brands or flavors) you are offering to provide to ACS. For each beverage offered please supply on a separate sheet information about the nutritional content of the product.

Category of Beverages	Yes	No	Brands and flavors
Carbonated beverages, Soft drinks			
Sports drinks			
Fruit and/or juice containing drinks			
100% Fruit and/or vegetable juices			
Ready-to-drink iced tea			
Bottled water			

2. Financial Consideration

(2.1) Base Bid – How much do you offer ACS for the exclusive vending sales, concession sales, and marketing rights at Asheville High School?

\$ _____

(2.2) Vending Commission – What commission do you offer to pay the schools-based sales from vending machines? What retail price do you propose to charge? What volume estimate (in cases) is your proposal based on?

	Commission	Price	Volume
Soft drinks, 12 oz. Cans	%	\$	
Soft drinks, 20 oz. Bottles	%	\$	
Sports drinks, 20 oz. Bottles	%	\$	
Fruit and/or juice drinks, 12 oz. Cans	%	\$	
Fruit and/or juice drinks, 20 oz. Bottles	%	\$	
Fruit and/or vegetable juices	%	\$	
Ready-to-drink iced tea	%	\$	
Bottled water	%	\$	

(2.3) Guaranteed Minimums – Would you be willing to guarantee any minimum net proceeds for vending sales? If yes, please state the amount of guarantee per year during the term of the agreement.

(2.4) Volume Incentives – Would you be willing to pay incentives for an increased volume of vending sales? If yes, state terms and conditions of incentives.

(2.5) Concession Sales – For each type of beverage you offer to supply the Boosters for concessions sales program, state the cost per case.

	Cost Per Case
Carbonated beverages, Soft drinks, 12 oz. Cans	\$
Carbonated beverages, Soft drinks, 20 oz. Bottles	\$
Carbonated beverages, Soft drinks, canister ()vol.	\$
Sports drinks, 20 oz. Bottle	\$
Fruit and/or juice containing drinks, 12 oz. Cans	\$
Fruit and/or juice containing drinks, 20 oz. Bottles	\$
Fruit and/or vegetable juices () oz cans	\$
Ready-to-drink iced tea, 12 oz. Cans	\$
Bottled water, 20 oz. Bottles	\$

(2.6) Advertising – Please state the amount you are willing to pay for each type of advertising listed below.

Full page ad in high school Yearbook	\$
Any other types of advertising, please describe and state offer	\$

(2.7) Scholarships – Are you willing to donate any funds for scholarships for graduating seniors? If so, please describe your scholarship program below or on a separate sheet.

3. Supplies & Equipment Consideration

(3.1) Vending Machines. Will you provide and service in a timely manner the vending machines required by the specifications at no cost to ACS?

Yes _____ No _____

(3.2) Concession Sales. Will you provide and service in a timely manner the machines and equipment required by the specifications to pour beverages in concession stands at no cost to ACS?

Yes _____ No _____

(3.3) Scoreboards. Will you replace all scoreboards that are needed either through obsolescence, through the need for replacement, or to advertise your products as opposed to a previous vendor? If yes, state the amount offered for scoreboard replacement as well as any other terms and conditions of this offer below.

Yes _____ No _____ Amount: \$ _____

(3.4) Athletic Drinks and supplies. Will you provide without charge to ACS sports drinks, powdered drink mix, cups, and coolers for any high school athletic teams? If yes, please indicate the number or volume of drinks offered per year. Please include any additional information or limitations in the space provided below (attach extra sheets as needed).

Yes _____ No _____ Number or Volume per year: _____

END OF BID FORM

1. PURPOSE

Asheville City Schools invites qualified and experienced contractors to submit proposals for exclusive beverage vending for the exclusive right to market, advertise, and promote beverage products, brands, and trademarks at Asheville High School ("AHS").

The purpose of the solicitation is to obtain a beverage and exclusive marketing contract that will provide beverages for the students, staff, and visitors of AHS; and will provide additional revenue for the use and benefits of AHS.

AHS desires to place at least five (5) vending machines on its campus.

Concession sales for athletic events are managed by the Asheville High Cougar Booster Club, hereafter referred to as "Boosters". The Boosters intend to purchase beverages for resell at athletic events.

2. BEVERAGES INCLUDED

Carbonated beverages, commonly known as "soft drinks"; bottled water; sports drinks; 100% fruit and/or vegetable juices; fruit and/or juice containing drinks; and ready-to-drink iced tea products, all as per the attached specifications.

ACS excludes from this solicitation the purchase and sale of milk, either chocolate or plain, hot chocolate, fresh brewed iced tea, and hot coffee.

3. EXCLUSIVITY

During the term of the contract, and outside of the School Nutrition exclusion, ACS will grant to the Awarded Bidder the exclusive beverage availability and merchandising rights at AHS. Only beverage products of the Awarded Bidder will be sold, dispensed, served, or sampled in the school sponsored events and activities, whether in bottles, cans, most mix, premix, or some other form. AHS recognizes that it is in the interest of all parties to maximize the sale of the averages of the Awarded Bidder. No competitive products will be sold, dispensed, distributed, or served by AHS, its agents or employees at school sponsored events during the term of this agreement.

4. EXCLUSION

Asheville City Schools School Nutrition has an existing district wide agreement that pertains to vending services inside the cafeteria and surrounding dining areas. These areas are excluded from this solicitation and exclusivity clause.

5. DURATION OF CONTRACT

The duration of the Contract, subject to earlier termination as set forth herein, shall be a period of approximately five (5) years beginning on or about September 2025.

Implementation. Within 7 days of the award of a contract to the Awarded Bidder, ACS and the Awarded Bidder shall meet and establish by mutual agreement a schedule for the initial implementation of the contract as follows:

- a. Vending Sales. Awarded Bidder shall install its vending equipment within 60 days of the award of this contract.
- b. Concession Sales. The Awarded Bidder shall install its refrigeration equipment, where appropriate, within 7 days of the award of this contract. Concession sales shall begin immediately upon the award of the contract.

6. EQUIPMENT

The vending equipment should be the latest technology available to include bill changers, timers, and an audit component.

The Awarded Bidder will agree to maintain and service all vending equipment provided to ACS in a timely manner.

All costs to furnish, deliver, install, inventory, stock, and repair all vending equipment placed in ACS facilities shall be borne solely and exclusively by the vendor.

The Vendor shall establish a system for the reimbursement of monies lost in the vending equipment.

7. INVENTORY CONTROL

It will be the responsibility of the Awarded Bidder to ensure that adequate inventories of the products are available at the schools to meet demand. Delivery to the schools and other school facilities will be established at a mutually agreed upon frequency. Changes to service frequency will be made only by mutual agreement of the parties.

8. STATE AND FEDERAL NUTRITIONAL GUIDELINES

Bidders are informed that any agreement resulting from these specifications must be in accordance with all rules and regulations concerning product selection, machine accessibility, etc., as set forth by Asheville City Schools and/or in accordance with all applicable State and Federal nutritional guidelines.

9. COMPLIANCE

All student facing vending machines must comply with ACS Board Policy 6230 School Meal and Competitive Foods Standards.

The Contractor shall comply with all relevant ACS Policies and Procedures applicable to its provision of the services described hereunder during the term of the Agreement. All Asheville City Schools Board Policies can be found at https://www.boardpolicyonline.com/bl/?b=asheville_city

10. EVALUATION

Proposals shall be evaluated by a qualified evaluation committee appointed by ACS.

Proposals shall be evaluated using the following considerations:

Beverage products available;

Financial consideration, including but not limited to Base Bid, Vending Commissions, Guaranteed Minimums, Volume Incentives, Concession Sales, Advertising, Scholarships, etc; and

Supplies and Equipment Consideration, including but not limited to Vending Machines, Concession Equipment, Athletic Drinks and Supplies, Scoreboards, etc.

11. SPECIFICATIONS

Any deviation from the specifications indicated herein must be clearly pointed out and explained in detail. Otherwise, it will be considered that items offered are in strict compliance with these specifications, and the offeror will be held responsible therefore. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

12. HISTORICALLY UNDERUTILIZED BUSINESSES

Pursuant to General Statute 143-48 Executive Order #150, ACS 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.

13. AWARD OF CONTRACT

It is the intent to award this contract to a single overall offeror. The right is reserved, however, to award on the basis of individual items or groups of items, if such shall be considered to be most advantageous or constitute the best interest of ACS. Best value procurement to the lowest responsive and responsible bidder is the procurement goal of ACS.

This may be determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by ACS to be pertinent and peculiar to the purchase in question. Unless otherwise specified by ACS or the offeror, ACS reserves the right to accept any item or group of items on a multi-item bid. In addition, on term contracts, ACS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by ACS to be pertinent or peculiar to the purchase in question.

14. PROTEST PROCEDURES

A party wanting to protest a contract awarded pursuant to this solicitation, must submit a written request to the Chief Finance Officer of ACS using the contact information below. This request must be received by the Chief Finance Officer within five (5) consecutive calendar days from the date of the contract award and must contain specific sound reasons and any supporting documentation for the protest.

Heidi Kerns, Chief Finance Officer
Asheville City Schools
85 Mountain St, Asheville, NC 28801
Email: heidi.kerns@acsgmail.net

15. CONFIDENTIAL INFORMATION

As provided by statute and rule, ACS will consider keeping trade secrets which the offeror does not want disclosed, confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

16. JESSICA LUNSFORD ACT

Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Bidder agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all of its employees involved in this project. ACS prohibits any personnel listed on such registries from being on any property owned or operated by ACS and from having any direct interaction with students. As a term of the Agreement, said checks must be performed by the Contractor and reported to the ACS Superintendent or Designee, upon request. Under provisions set forth in the Jessica Lunsford Act under North Carolina law, my signature below certifies that neither I nor any employee or agent of Contractor that is involved with project is listed as a sex offender on the NC Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.

17. E-VERIFY

Service Provider shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements").

18. DEBARMENT

Bidder certifies by submitting a Bid that the Bidder and/or any of its Principals are not presently debarred, per the State's website: <http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors> ; and are not presently debarred, per the Federal Excluded Parties List: www.sam.gov/portal/public/SAM .

19. IRAN DIVESTMENT ACT

Service Provider certifies that it is not listed on the Final Divestment List nor the Parent and Subsidiary List located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> which was created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58, Iran Divestment Act; and are not suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State.

20. NONDISCRIMINATION

Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

21. INDEMNITY

Bidder will indemnify and save harmless ACS, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Bidder, its officers, or agents; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the ACS, its officers, agents, or employees.

22. INSURANCE

If awarded a contract, the Bidder will provide a Certificate of Liability Insurance naming the District as additional insured. The issuing insurer must provide 30 days written notice to the District of the expiration of the insurance. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- Workers' Compensation Insurance, including Employer's Liability with limits of \$250,000 each accident. The Aggregate Limit will not be less than \$2,000,000.
- Property Damage Insurance, including Liability Coverage, with a per occurrence limit of \$1,000,000. The Aggregate Limit will not be less than \$2,000,000

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

23. TERMINATION

ACS may terminate this agreement at any time by 30 days' notice in writing to the Contractor. If the contract is terminated by ACS as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.

24. CONTRACTS PAID THROUGH FEDERAL FUNDS

In the event that the Board provides compensation for services performed under this Agreement from a qualifying federal funding source, either in whole or in part, Service Provider herewith accepts responsibility for complying with applicable provisions of federal law, including, but not limited to, the Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and, Record Retention Requirements (2 CFR § 200.324).

25. PERFORMANCE AND DEFAULT

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, ACS shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of ACS, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

In case of default by the Contractor, ACS may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, the Agency may terminate this contract for cause. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

26. TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of ACS, which consent shall not be unreasonably withheld; however, in the event of an assignment, the assignee shall assume the liability of the Contractor.