



PROCUREMENT DIVISION

Finance Department

Healthy Vending Services

Request for Proposal

487-CM-FIN004026

February 7, 2025

This Solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to Mecklenburg County.



**Procurement Division
700 East 4th Street, 4th Floor
Charlotte, North Carolina 28202**

February 7, 2025

This serves as official notice that Mecklenburg County located in Charlotte North Carolina through its Finance Department is soliciting and will receive proposals for its Healthy Vending initiative. Requirements are outlined in the following specifications. Please review them carefully.

Questions regarding the Solicitation and all requirements or forms must be submitted by the date noted in the Schedule of Events.

- Email to Meckbids@mecklenburgcountync.gov.
- In the Subject Line include:
 - Attention: Healthy Vending Services - 487-CM-FIN004026 - Caroline Miller, Procurement Analyst

Proposals are to be submitted **electronically** in [MECKProcure](#) on the date notated in the Schedule of Events. Use the Checklist on the following page as a guide in preparing and submitting your response to the Solicitation.

- **NIGP Code:** 96115

To submit a response to the Solicitation, vendors must create a profile in [MECKProcure](#). To create a new vendor or sub-recipient account or to find and activate your existing vendor account already on file ([click here](#)).

Technical support to assist with completion of Business Diversity & Inclusion (BDI) Forms, vendor registration or submission of your proposal/bid response will be available up until the proposal/bid due date in the Schedule of Events. Please be advised, any request for assistance made after 1:00pm (EST) on the proposal/bid due date may not result in a successful bid submission.

- Contact for Technical Support:
 - Email: vendor.management@mecklenburgcountync.gov
 - Division Telephone: 980-314-2400

All changes to the terms, conditions or specifications stated in this Solicitation will be documented in a written addendum, issued by the Procurement Analyst. The Addenda will be posted in [MECKProcure](#) and may be accessed at this website by searching the Solicitation Number.

Sincerely,

Caroline Miller
Procurement Analyst

Checklist for Submitting A Proposal:

Instructions: This Checklist is to provide guidance in submitting a response to the Solicitation. The checklist must be followed. The County may consider proposals non-responsive for any items or deadlines not met as listed below.

1. **Read the document fully.**
2. Refer to this **Schedule of Events** for dates, times and locations specific to the Solicitation.

DATE	Time (EST)	LOCATION/Submittal Requirement	EVENT
2/7/2025	N/A	MECKProcure	Issue Solicitation Notice
2/25/2025	2:00pm	Microsoft Teams Meeting ID: 266 805 366 559 Passcode: xR65sc2v By Phone: +1 704-672-5181,,406214813# Phone Conference ID: 406 214 813#	Pre-Proposal Conference
3/11/2025	10:00am	Site Visit North Charlotte Location To Be Determined	Site Visit
3/19/2025	10:00am	Site Visit East Charlotte Location To Be Determined	Site Visit
3/25/2025	10:00am	Site Visit West Charlotte Location to Be Determined	Site Visit
4/3/2025	10:00am	Site Visit South Charlotte Location to Be Determined	
4/10/2025	Before 2:00pm	Meckbids@mecklenburgcountync.gov	Vendor Questions Due
4/22/2025	Before 2:00pm	MECKProcure	Post County Response to Vendor Questions
5/14/2025	2:00pm – 4pm	Vendor Registration Form for Training	Vendor Registration and Proposal Submittal Training
5/20/2025	Before 2:00pm	All proposals shall be submitted online via MECKProcure	Proposals Due
6/10/2025	8:00am to 5:00pm	To Be Determined	Demonstrations – Only for selected vendors

***Note:** Mecklenburg County reserves the right to adjust this schedule as it deems necessary.*

3. **Proposal Format** - The following items must be submitted in the following order at the time of proposal submission. Vendors are encouraged to check off each item as the required action is completed:

- Section 3.1 - Letter of Transmittal
- Section 3.2 - Executive Summary
- Section 3.3 - Statement of Work
- Section 3.5 - Insurance
- Section 3.6 - Permits and/or Licenses, if applicable
- Section 3.7 – BDI Program Forms
- Form B, Pricing Worksheet
- Form C, Contract Exceptions Form
- Form D, Addenda Receipt Confirmation
- Form E, Vendor Company Information - Background and Experience Form
- Form F, Vendor Reference
- Business Diversity & Inclusion (BDI) Forms
 - Attachment 1: BDI Solicitation Coversheet

- Attachment 2: BDI Form B – Identification of Subcontractor Participation
- Attachment 3: BDI Form C – Statement of Intent to Perform Contract with OWN Workforce
- Attachment 4: BDI Form D – MWBE Inclusion Plan

Introduction

1.1. Objective

Mecklenburg County (“The County”), located in the State of North Carolina, through its Finance Department (“FIN”) is seeking Bids/Proposals from qualified vendor(s) to provide Healthy Vending Services for various County offices and locations. Requirements are outlined in the following specifications. Please review them carefully.

Award of a contract will be made to a vendor for the performance of “**Service Delivery**” on a competitive basis following the process, terms, and conditions as described in the Scope of Work of this Solicitation.

Contract will be for a term of three (3) years, with option to renew for a minimum of two (2) additional consecutive one (1) year terms thereafter unless earlier terminated pursuant to the terms and conditions of the Contract.

Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements.

1.2. Business Diversity & Inclusion (BDI) Program

It is the practice of the Mecklenburg County’s Business Diversity and Inclusion Program (the “BDI Program”), in conjunction with the County Procurement Division, to foster greater competition, increase opportunities for participation by all segments of the business community, and maximize value for the taxpayers’ dollars through efficient use of public funds.

The BDI Program accordingly is intended to promote full and equal business opportunities for all businesses contracting with Mecklenburg County by increasing the opportunity for purchase of goods and services from minority-owned and women-owned enterprises.

The [BDI Program Provisions Guide](#) details requires Contractors and Subcontractors to take all reasonably necessary steps to ensure maximum inclusion opportunity for the participation of Minority-owned, Women-owned, and Small Business Enterprises (collectively “MWSBE”), herein referred to as MBE, WBE or MWBE firms as well as other responsible vendors with fair and reasonable opportunity to participate in conducting business with Mecklenburg County.

1.3. Mecklenburg County Rights and Options

- County may in its discretion require one or more vendors to make presentations to the evaluation team or appear before management and/or its representatives for an interview.
- During such interview, the vendors may be required to orally and otherwise present its proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate.
- Vendors will be notified in advance of the time and format of such meetings. Since Mecklenburg County may choose to award a Contract without engaging in discussions or negotiations, the proposals submitted shall define the vendors best offer for performing the services described in this Solicitation.
- The commencement of such discussions, however, does not signify a commitment by County to execute a Contract or to continue discussions. County may terminate discussions at any time and for any reason.
- County will decide which proposal best meets the criteria outlined in the Solicitation.
- County reserves the right to waive any minor informalities or irregularities, which do not go to the heart of the proposal or prejudice other offers, or to reject, for good and compelling reasons, any and all proposals submitted.
- Should vendors find discrepancies or omissions in this Solicitation, or any other documents provided by Mecklenburg County, the vendors should immediately notify the County of such potential discrepancy in writing via email as noted above, and a written addendum will be made available, if the County determines clarification necessary.
- Vendors are encouraged to make a good faith effort to include environmental considerations supporting waste reduction, recycling and buy-recycled products supporting markets for recycled and other environmentally preferable products whenever practical.
- County has [Solicitation Terms & Conditions](#) posted on the internet site which speaks to non-discrimination and equal opportunity. The County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County affirmatively works to encourage utilization of minority business enterprise in procurement activities and provides equal

opportunity for all businesses and does not discriminate against any vendor regardless of race, color, religion, age, sex, and national origin or disability.

- County reserves the right to reject any and/or all proposals in connection with this project, and to waive formalities in the proposal during any step of the procurement or awarding process (even after negotiations have begun).
- County reserves the right to amend, substitute or supplement the requirements listed in this RFP at any time
- Final award of Contract is contingent upon availability of funds from Federal, State and/or local governing bodies.

2. Solicitation Process

2.1. Pre-Proposal Conference

- A **Non-Mandatory** Pre-Proposal Conference will be conducted according to the **Schedule of Events**. While attendance at the Pre-Proposal Conference is not mandatory, all interested vendors are encouraged to attend.
- If special accommodations are required for attendance, please notify the County representative indicated herein in advance of the date and time above and identify the special accommodation(s) required.

2.2. Submission of Responses

- Responses must be submitted electronically via [MECKProcure](#).
- Responses sent by fax, email or flash drive will not be accepted.

2.3. Proposal Opening

- As required by North Carolina General Statute 143 – 131 according to type of Solicitation:
 - Procurement staff will open the proposals received after the Due Date.
 - Proposals will not be read aloud or made available to inspect or copy until any trade secret issues/proprietary and/or confidential information has been resolved and a Contract has been awarded.
 - Public Bid Opening required for Federally funded projects.

2.4. Evaluation

The standard of award will be based on the most comprehensive, competitive and best value solution for the County based on 100-point scale for the following criteria/weights, the County reserves the right to modify the evaluation criteria or waive portions thereof:

- **Qualifications and Experience. 20%**
 - Vendors will be evaluated on whether they have previous/similar experience providing the same or similar services with the same needs as the County. References will be required.
- **Ability to Meet Scope/Specification Requirements . 30%**
 - The vendor will be evaluated on their ability to meet the scope and specifications outlined in this document.
- **Cost Effectiveness. 20%**
 - This measure will be evaluated based on the vendor's ability to provide most effective and reasonable pricing options.
- **MWBSDE Achievement Goals. 15%**
 - Under this criterion, proposals will be compared in terms of supplies and/or services to be provided by MBE and WBE Subcontractors to meet the achievement goals for the project as listed on Attachment 1 – BDI Solicitation Coversheet.
- **Excellent Customer Service. 15%.**
 - The County will set clear expectations upfront and maintain regular communication with the vendor to ensure standards are met, and any issues are resolved promptly and professionally.
- **Interviews/Demonstrations.**
 - Interviews may be conducted with vendors at the sole discretion of the County. Any costs associated with interviews is the sole responsibility of the vendor.

2.5. Contract

- Should there be exceptions to the Contract, list them in **Form C. Contract Exception**.
- Please refer to the Sample County Contract attached as a document to the RFP in [MECKProcure](#).
 - If your legal counsel needs to review the Sample County Contract for potential issues, the review must be completed prior to submitting a proposal.

3. Proposal Content and Format

3.1. Letter of Transmittal

The proposal must include a cover letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the vendor.

- The cover letter shall provide the name, address, telephone and facsimile numbers of the vendor along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to Contract with County.
- Each vendor shall make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: **“The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead County as to any material facts.”**
- The cover letter must include any trade secret issues/proprietary and/or confidential information.

3.2. Executive Summary

A summary describing the vendor’s understanding of the County’s requirements/specifications and the proposed solution.

- A proposed **total cost** for the project.
- A brief summary of the proposed total cost.
- A summary of the approach to be undertaken to perform the services.
- Highlights any superior or unique aspects of the proposal.
- If applicable, identification of the proposed project team (including responsibilities).
- If you wish to add supplemental information, please be sure the additional attachment(s) is labeled “Supplemental Information.”

3.3. Statement of Work

Vendors must submit a Statement of Work to demonstrate competency in performing services as defined in this Solicitation.

- Include detailed description of the services to be completed along with sufficient information for the County to determine if the vendor meets each requirement.
- The County has identified the requirements for this Solicitation in the Scope of Work.
- Include a copy of the County seal that follows branding guidelines to determine if it meets the requirements.
- Format for submission:
 - Microsoft Word or PDF
 - File size not to exceed 2MB
 - Single-spaced pages
 - One inch margins
 - Font Times New Roman, size 12

3.4. Pricing

- Pricing will include all aspects of the project.
- Pricing will include travel at the [IRS Per Diem](#) rates for Charlotte NC.
- Any costs incurred in the process of preparing and/or submitting a proposal shall be borne by the proposer.

3.5. Insurance

- Evidence of adequate insurance or ability to obtain insurance must be include in the bid/response.
- Provide one of the following documents for the required insurance minimums marked below:
 - A Certificate of Insurance.
 - A signed and dated letter from your insurance provider on their company letterhead stating your ability to obtain coverage.
 - Mecklenburg County must be listed as Certificate Holder on the accord.
 - Commercial General Liability**
 - Minimum \$1,000,000
 - Mecklenburg County must be listed as additionally insured.
 - Automobile Liability**
 - Minimum \$1,000,000
 - Professional Errors & Omissions**
 - Minimum \$1,000,000

- Network Security & Privacy Liability**
 - Minimum \$1,000,000/\$3,000,000 Aggregate
- Worker's Compensation and Vendors Liability**
 - State of North Carolina statutory requirements
 - If less than three (3) employees (including the owner(s), provide signed statement on business letterhead that Worker's Compensation not required and state the number of full-time and part-time employees including owner(s)
- Fidelity Bond**
 - Minimum \$500,000

3.6. Permits and/or Licenses

Must procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all Federal, State, and local governments in which work under any resulting Contract is performed.

3.7. BDI Program Forms

*****Bidders are expected to review the entire BDI Program Provisions Guide BDI Solicitation Coversheet as they are planning to submit the following BDI forms with their Bid/Proposal.*****

- BDI Solicitation Coversheet
- BDI Forms B – Identification of Subcontractor Participation
- BDI Form C – Statement of Intent to Perform Contract with OWN Workforce
- BDI Form D – MWBSDE Inclusion Plan with Bid/Proposal

The BDI forms are referenced as “Attachments” to this solicitation and are required forms.

4. Digital Accessibility Compliance

Mecklenburg County has a Digital Accessibility Policy related to all public-facing digital communications initiatives. The policy supports Mecklenburg County's goal of providing equal access to all members of the public and complying with all applicable digital accessibility laws. Mecklenburg County has obligations under laws including (but not limited to): The Americans with Disabilities Act of 1990 (or “ADA”, 28 CFR Parts 35 and 36), Section 508 of the Rehabilitation Act of 1973 (or “Section 508”, 36 CFR 1194).

This policy should be used when procuring third-party products, components or services related to the “public-facing digital communications” that are considered to be in scope for accessibility compliance and defined as:

- **Mobile Websites and Applications:** Mobile optimized websites and native applications (e.g. iOS®, Android®) that can be used by the public to interact with any services offered by Mecklenburg County.
- **Websites & Social Media:** Websites and digital content (HTML or non-HTML) that can be accessed by the public via internet browser or social media platform (e.g. Facebook, etc.).
- **Other Public Facing Websites:** Other Mecklenburg County public-facing sites such as: E-Parks, EastwayRec.com, and other department websites.
- **Any other digital communications** effort towards public recipients.

To ensure compliance with this policy, a [Voluntary Product Accessibility Template \(VPAT\)](#) must be submitted to Public Information's Web Services Manager prior to any product public implementations.

5. Vendor Support

5.1. Vendor Registration and Training

Must be completed prior to response submission but is not required to access the Solicitation documents.

- See [MECKProcure](#) to:
 - Register as a vendor, click on Register located on the left side of the page.
 - To access bid documents, click on Public Access located on the left side of the page.
- Training regarding Vendor Registration and Electronic Bid Submission will be provided by the Vendor Management Program Office. The training will assist with registration and electronic bid submission.
 - To participate in the training, you must [Register for training](#).
 - Confirmation of the scheduled training along with details will be forwarded to the registrant.

5.2. National Institute of Governmental Purchasing Codes (NIGP)

- NIGP Code is a universal taxonomy for identifying commodities and services in procurement systems.
- Define the code for the requested good/service.

6. Scope of Work

6.1. Project Overview

Mecklenburg County is seeking proposals from qualified vendors that can provide healthy vending services to County buildings and other locations. A Healthy Vending and Food Policy was approved in 2015, which states that all vending machine items be 100% compliant with this policy. The awarded vendor will result in a contractual agreement that provides healthy vending options to Mecklenburg County departments and locations.

Mecklenburg County reserves the right to amend the conformance rate for the Healthy Vending and Food Policy at any time.

6.2. Healthy Vending Goals & Objectives:

Goals and objectives for Mecklenburg County as follows:

- 6.2.1 Partner with a vendor that can provide vending options which are **100%** compliant with Mecklenburg County's Healthy Vending and Food Policy
- 6.2.2 Expand the service offerings through a variety of packaged products (i.e. healthy options, prepackaged foods, and beverages)
- 6.2.3 Utilize efficient and Energy Star compliant equipment
- 6.2.4 Operate vending machines which are new in technology and state of the art
- 6.2.5 Supply County employees and its citizens with vending machines that have the ability to accept multiple forms of payment (i.e. cash/coin, credit/debit, mobile payments)
- 6.2.6 Secure a partnership with a vendor that has the ability to sustain a growing Mecklenburg County and keep up with supply and demand.
- 6.2.7 Partner with an innovative vendor that can continually bring viable vending solutions to the County

6.3. Vending Product

- 6.3.1. All foods and beverages offered for sale through vending machines and equipment must be manufactured, processed, and prepared in establishments that comply with all applicable local, state, and federal laws and regulations.
- 6.3.2. All foods and beverages offered must be wholesome and free from spoilage and contamination.
- 6.3.3. "Potentially hazardous" food or drink (e.g., milk and products that contain milk, meat, fish, eggs, or poultry) must be stored in a manner that complies with all applicable local, state, and federal laws and regulations. Federal, state, and local rules are promulgated by U.S Department of Agriculture, NC Department of Agriculture, and NC Health and Human Services.
- 6.3.4. All packaged foods or beverages must be labeled in compliance with the federal Uniform Food, Drug and Cosmetic Act
- 6.3.5. All food and drink items must be 100% compliant with the County's Healthy Vending and Food Policy

6.4. Vending Prices:

- 6.4.1 The vending price of all merchandise must be no higher than prices normally charged to the public in or around the County.
- 6.4.2 The prices charged or any changes in the sales price must be approved in writing by the County Procurement Dept.
- 6.4.3 All vending prices shall be firm for the initial contract term.
- 6.4.4 Vending prices may be adjusted, with County Procurement Department approval due to rapid and substantial price fluctuations, as can be demonstrated as being related to cost beyond the Vendors control (i.e., raw materials, etc.)
- 6.4.5. Vendor must submit appropriate documentation for any such request at least 30 days prior to such change during the contract term and at least 30 days prior to any contract renewal, in writing, to the County Procurement Dept.
- 6.4.6. The maximum allowable increase requested shall not exceed twenty percent (20%) of the established product price for the previous contract term (s).
- 6.4.7. The County reserves the right to reject any request for a price increase. It is the intent of the County to approve changes in sales prices, when such changes are necessary, to provide a fair and equitable profit margin for the successful Vendor.

6.5 Maintenance & Repair to Equipment:

- 6.5.1. The Vendor shall retain ownership of the equipment at all times and be responsible for the adequate insurance thereof.
- 6.5.2. The Vendor shall at all times, and at its expense, be responsible for all service, maintenance, and repair of its vending machines and equipment.
- 6.5.3 Damaged, malfunctioning, and/or inoperable machines will be repaired or replaced within 72 working hours of notification.
- 6.5.4 All machines must be serviced and repaired only Monday through Friday from 8:00am to 5:00pm, excluding holidays.
- 6.5.5 All machines are to have clearly posted on them, the company name and telephone number to call when the machine malfunctions. The County reserves the right to require the Vendor to replace any and all units, which in the opinion of the County, are unacceptable or unsafe

6.6 Service Personnel:

- 6.6.1. Service personnel should be professional and courteous.
- 6.6.2 It is preferred that service personnel wear uniforms provided by the Vendor.
- 6.6.3 At a minimum, service personnel must have Vendor identification badges.

6.7 Equipment Relocation or Addition:

- 6.7.1. The Vendor shall add or replace vending machines only with the approval of the County's Asset and Facility Management Department or their designee.
- 6.7.2. Permission to relocate, exchange or remove vending machines must be approved in advance by the County's Asset and Facility Management Department or their designee.
- 6.7.3. The Vendor shall provide to both Asset and Facility Management and Procurement Departments a written request for any relocation or addition of equipment.

6.8 Refunds:

- 6.8.1. Vendor must provide an easy and efficient process for refunding money lost due to equipment malfunctions. (Be mindful that the County does not have employees who can be designated to process refunds.)
- 6.8.2. The refund procedure to the County from the time money reported as lost, until the refund is returned, shall not exceed two (2) weeks.

6.9 Promotion & Advertising Rights

- 6.9.1 The County may be interested in multilateral sponsorship opportunities. Vendor and County may be allowed to affix such sponsorship logos/advertising imagery that supports the purpose of this proposal to its vending machine panels, with approval by the County Procurement Department.

6.10 Commission

- 6.10.1 For the term of this contract, there will be commission payments made to the County based off of generated sales. The commission percentage and procedure must be created by the vendor. The commission will be based on total sales generated from machines that are profitable.

6.11 Equipment Characteristics and Requirements

Automatic vending machines and equipment shall be new and/or of good quality featuring high performance and technology. All vending machines and equipment shall be attractive in appearance using the latest designs in the marketplace and shall reasonably match either in color or style. It is expected that the machines will be attractive, sanitary, safe, and reliable vending equipment of a type approved by the National Automatic Merchandising Association or recognized by the State or local Health Department.

All machines are to be installed by the Vendor at no charge to the County. Vending machines shall remain the property of the Vendor. Power to the vending machines must fit the present configuration at each location. Cost for any electrical changes needed to support the equipment will be the sole responsibility of the Vendor. The County shall be responsible for the payment of all utilities related to the operation of the vending

- 6.11.1. All equipment must be UL approved and listed and must conform to all federal, state and local regulatory agencies.
- 6.11.2 All units shall be of energy-efficient design. (i.e., Energy Star compliant)
- 6.11.3 Vending machines must accept any combination of nickels, dimes, quarters and dollar bills.
- 6.11.4 All machines shall present a neat and well cared for appearance. The County shall have the right to require the Vendor to repair or replace machines showing rust or damage due to scratches or indentations.
- 6.11.5 All machines shall be well lit, and the Vendor shall maintain all lighting in the machines.
- 6.11.6. Merchandise shall be presented in a neat, tasteful and esthetically pleasing, manner.
- 6.11.7 Prices shall be clearly marked for each item offered.
- 6.11.8 The Vendor shall service each machine at the required level of frequency to assure that correct change is provided at all times.
- 6.11.9 All machines shall be capable of providing items at more than one price. At Procurement Dept.'s discretion, this requirement may be waived for specific locations where products selling at a single price only are required.
- 6.11.10 All machines which have coin mechanisms shall be able to pick up slugs and/or foreign coins without rendering machine inoperable.
- 6.11.11 Remote monitoring of machines and the ability to see the fullness and content of the machine.
- 6.11.12. A clearly identifiable plate or tag indicating the name and address of the person or firm responsible for servicing the machine must be attached in a conspicuous place to all vending machines.
- 6.11.13 All machines must have a unique control number that is visible and permanently affixed on the front exterior of the machine. If this control number is different from the manufacturer's serial number, the Vendor shall supply at the beginning of the Contract a list of machines showing the serial number of the machine, the assigned identification number, and the machine location. An amended list will be given to both Asset and Facility Management and Procurement Departments at the beginning of each fiscal year, to reflect all additions, deletions and machine movements during the previous year.
- 6.11.14 All equipment used in this vending service should be free and clear of liens, mortgages, and/or encumbrances unless previous notice furnished to the County.

6.12 Machine Connection to Electrical Circuits:

The Vendor must connect vending equipment to electrical circuits by plug only, using a cord of such length that neither the cord nor the plug is exposed to either side of the machine, or of a machine group if two or more are placed next to each other. No extension cords may be used. Cord must always be listed and approved for the vending machine but in no event be longer than 10'. If machines use a grounding circuit, then the Vendor is responsible for making certain that machines are grounded at all times. Any problems with electrical circuits must be reported to the Asset & Facility Management. immediately. The County's Safety Officer shall be the final point of reference concerning vending machines and equipment.

6.13 Safety

All manufactured items and/or fabricated assemblies subject to operation under pressure or operation by connection to an electric source, which are furnished by the Vendor, shall be constructed and approved in a manner acceptable to the appropriate state inspector. This customarily requires the label or re-examination listing or identification marking of the appropriate safety organization, such as the American Society of Mechanical Engineers for pressure vessels; and the Underwriter's Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, where such approvals or listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Vendor shall meet all requirements of the Occupational Safety and Health Act (OSHA). The County's Safety Officer will be the final point of reference concerning vending machine safety. In addition, the Vendor shall comply with all aspects of the American Disabilities Act (ADA).

6.14 IT Security

- 6.14.1 All Credit card purchases must be made thru Payment Card Industry Data Security Standard 3.0 (PCI DSS) set of requirements (has to be 3.0)
- 6.14.2 No credit card information may be housed on Mecklenburg servers
- 6.14.3 All equipment must be PCI compliant
- 6.14.4 Credit card information must be encrypted at the swipe
- 6.14.5 Vendor must be able to prove compliancy with “Statement of PCI Compliance”.
- 6.14.6 Micro Market camera footage must be housed by the vendor
- 6.14.7 Biometrics (finger print) options for payment will not be allowed by the County

6.15 Product Outages

The Vendor shall keep full service machines stocked so as to provide sufficient amounts of products of good quality, dispensed in conformity with all applicable federal, state and local laws. Product outages exceeding 20% of selections for any machine are not acceptable. The Vendor will immediately increase service frequency to a given location if unacceptable product outages occur more than once in any one-month period.

6.16 Current Location and Service Demand

The current Mecklenburg County vending environment consist of approximately 100 machines. The type of machine is subject to change once a contract is awarded. For additional detail please see “Vending Machine Assessment” attachment. Over the next few years Mecklenburg County is slated to multiply in locations. Any and all contracts awarded, as a result of this initiative, must have the ability to sustain the growth of Mecklenburg County, which is not restricted and/or limited to the current County vending portfolio identified herein.

7. Healthy Vending Policy

Healthy Vending and Food Policy PURPOSE: The Board of County Commissioners adopted a Healthy Vending Machine policy on December 20, 2011. In the interest of the health of county residents and employees who work in or visit county facilities, the county, in conjunction with the Health Department and the Board, resolved to adopt a healthy vending and food policy as follows:

Mecklenburg County wishes to achieve and maintain a healthy and sustainable environment for all Mecklenburg County employees and citizens visiting Mecklenburg County facilities through providing healthy food options.

Section 1. Mecklenburg County Nutrition and Procurement Guidelines; Nutritional Labeling

- (1) Food and beverage options purchased, sold, served or otherwise provided by, Mecklenburg County departments and agencies, including (but not limited to) vending machines located in a County owned, leased, or operated space or facility, shall meet or exceed minimum Nutrition and Procurement Standards (“Standards”) as set forth below.
- (2) The Standards shall apply at all times (24-hours a day/7 days a week).
- (3) The Mecklenburg County Health Department shall review, and if necessary, revise and update the Nutrition and Procurement Standards on a regular basis at least every five years to reflect advancements in nutrition science, dietary data, new product availability, and/or updates to the Dietary Guidelines for Americans.
- (4) The Nutrition and Procurement Standards shall be implemented in accordance with all applicable federal, state, and local laws.
- (5) All packaged snack foods and beverages sold in vending machines located in a County owned, leased, or operated space or facility shall display nutritional labeling that, at a minimum, complies with the standards for nutritional labeling set forth in 21 CFR Parts 101 and 109, as may be amended from time to time.

Section 2. Definitions

- (1) **“Nutrition and Procurement Standards”** means evidence-based guidelines for food and beverage procurement that meet the nationally recognized standards of the American Heart Association’s “Healthy Workplace Food and Beverage Toolkit.”
- (2) **“The Department”** means the Mecklenburg County Health Department.
- (3) **“Covered Food and Beverages”** means all food and beverages purchased, sold, served or otherwise provided by Mecklenburg County.
- (4) **“Meals”** means a combination of foods and beverages intended for breakfast, lunch or dinner. It includes two or more items from recommended food groups served in combination (AHA Toolkit, page 13). Meal options contain at least a lean protein, a vegetarian protein option, whole grains, at least two servings of fruits and/or vegetables, and/or lower sodium options.
- (5) **“Snacks”** are any combination of food and beverages that are not intended for breakfast, lunch or dinner. Snacks are meant to be eaten in smaller portion sizes and usually served in between meals.

Section 3: Nutrition and Procurement Standards

Mecklenburg County’s Nutrition and Procurement Standards are as follows:

Food and Beverage Options in VENDING MACHINES

(1) Nutrition Standards for Food in Vending Machines (except nuts and nut/fruit mixes)

- a. Contents of food must be packed in single serving packages.
- b. Food served in vending machines shall meet the following criteria:
 - i. Not more than 200 calories per serving
 - ii. Not more than 35% of calories from fat with the exception of snacks that are entirely nuts and seeds. Snack mixes that have some nuts must meet the 35% standard
 - iii. Not more than 35% of total weight from sugar and caloric sweeteners with the exception of fruits and vegetables that have not been processed with added sweeteners or fats
 - iv. 240mg or less of sodium (preferably no more than 140 mg) per serving
 - v. Zero g trans fat per serving and no products containing partially hydrogenated oils per serving
 - vi. 1 g or less of saturated fat per serving

(2) Nutrition Standards for Plain Nuts and Nut/Fruit Mixes

- a. Preferred serving size for plain nuts is 1 oz., but no more than 1.5 oz
- b. Sodium content must be no more than 140 mg of sodium per label serving

(3) Nutrition Standards for Beverages in Vending Machines

- a. Water (plain, sparkling and flavored) must always be offered and made available in each vending machine and contain no more than 10 calories per serving
- b. Fat-free (skim), or low-fat (1%) milk, and milk alternatives (soy, almond, etc.) must contain no more than 130 calories per 8 fl. oz.
- c. Juice must be 100% fruit or vegetable juice, must contain no added sugars/sweeteners (except non-nutritive sweeteners), and must contain no more than 120 calories per 8 fl. oz. (preferred serving size)
- d. Other beverages must contain no more than 10 calories per serving

Food and Beverages Options at MEETINGS AND EVENTS

(4) Nutrition Standards for Meal options at Meetings and Events

- a. Meal options must include:
 - i. Lean proteins (i.e. baked or grilled lean cuts of beef, pork, chicken, turkey, fish, etc.)
 - ii. At least one vegetarian protein (i.e. beans, lentils, eggs, etc.)
 - iii. At least two servings of vegetables and/or fruits
 - iv. Whole grain bread or bread products, if provided (i.e. 100% whole grain breads, bagels, rolls, etc.)

(5) Nutrition Standards for Beverages option at Meetings and Events

- a. Among beverage options provided at meetings and events, the following shall be included:
 - i. Water (plain, sparkling or flavored) must always be offered and available at all functions
 - ii. Juice, if provided, must be 100% fruit or vegetable juice
 - iii. Unsweetened, low-calorie, or diet alternatives must be available (i.e. diet soda, unsweetened iced tea, sugar-free lemonade, etc.)

(6) Nutrition Standards for Snacks at Meetings and Events (except nuts and nut/fruit mixes)

- a. Snacks served at meetings and events must contain:
 - i. 200 calories or less per serving

- ii. 240 mg or less of sodium (preferably no more than 140 mg) per serving
- iii. Zero g trans-fat and no products containing partially hydrogenated oils per serving
- iv. 1 g or less of saturated fat per serving

(7) Nutrition Standards for Plain Nuts and Nut/Fruit Mixes

- a. Preferred serving size for plain nuts is 1 oz. but no more than 1.5 oz
- b. Sodium content must be no more than 140 mg of sodium per label serving

Section 4. Implementation and Enforcement of Mecklenburg County Nutrition Standards

a. The Department's designated team (3-4 Health Department staff, Mecklenburg County Procurement, and the County Employee Wellness Coordinator) shall monitor compliance and report to the County Health Director and County Manager once every year on the status of implementation and compliance. The report shall include:

- i. An assessment of County agency compliance with the standards;
- ii. Successes, challenges, and barriers experienced in implementation; and
- iii. Recommendations for modification of the standards and compliance

(2) Existing contracts, agreements, or other arrangements with vendors shall be amended or modified when renewed to bring them into compliance with this policy

- 8. Transition of Services Plan Upon Termination or Expiration:** Upon termination or expiration of this contract, the Company shall cooperate with the County to assist with the orderly transfer of vending services provided by the Company to the County. Prior to termination or expiration of this contract, the County may require the Company to perform and, if so required, the Company shall perform certain transition services, necessary to shift the vending services of the Company to the new vendor as described below (the "Transition of Services"). Transition of Services from the Company to the new vendor shall take no longer than sixty (60) days, must be transparent to the County, and be without disruption of service. The Transition of Services may include but shall not be limited to the following:
1. The incumbent, the County, and the new vendor shall designate key team members from each organization to develop a Transition Team. Each resource will be responsible for certain transition responsibilities throughout the Transition of Services. The Transition Team responsibilities may include but shall not be limited to:
 - Coordinate activities between vendors throughout transition
 - Coordinate and schedule all transition activities.
 - Coordinate and facilitate transition meetings as required.
 - Ensure all applicable property, equipment, tools, and technology are included as part of the transition.
 - Provide weekly transition progress updates.
 - Ensure all transition deliverables are received and understood.
 2. The Transition Team shall jointly develop a mutually agreed upon Transition of Services Plan to include but not be limited to the following details:
 - Create a timeline and checklist of transition activities. The Transition Team must mutually agree and approve any changes to the timeline and checklist.
 - Coordinate with County Security to request badge services for the new vendor's employees.
 - Ensure any I.T activities are completed during the transition.
 - Communicate the new vendors' customer service email and phone numbers to County staff.
 - Create a schedule to phase in the new equipment and remove the old equipment without an interruption of service.
 - Notify the County's Asset and Facility Management Department of the removal and delivery of new equipment.
 - Coordinate with County locations the schedule for removal and delivery of new equipment
 3. The Company must exercise best efforts and cooperation to ensure a smooth transition to the new vendor:
 - The Company's cooperation efforts will be noted in the Company's final performance rating.

9. Initial Locations of Vending Machine Placement (each and collectively, the Premises)

<u>Mecklenburg County Vending Locations</u>	<u>Address</u>	<u>Location(s)</u>	<u># of Machines</u>
County Courthouse	832 E. 4 th St.	2 nd FL 2231	1
		3 rd FL 3321	1
		4 th FL 4403	2
		8 th FL	2
		9 th FL	1
		Basement 557	2
		Jury Assembly Room	1
Government Center	600 E. 4 th St	2 nd FL	3
		3 rd FL	1
		4 th FL	1
		5 th FL	1
		6 th FL	2
		7 th FL	1
		8 th FL	2
		9 th FL	1
		10 th FL	1
		12 th FL	1
		14 th FL	2
		15 th FL	1
County & Court Office Building	720 E. 4 th St.	Basement	3
		4 th FL	2
		5 th FL	2
Judge Clifton Johnson	700 E. 4 th St.	Basement	2
		2 nd FL	2
		3 rd FL	2
Former Civil Court Building	800 East 4 th St	4 th FL	2
		2 nd FL	2
Old City Hall	600 E. Trade St.	Not Listed	2
		Not Listed	2
Historic Court House	700 E. Trade St.	Not Listed	2
		Not Listed	2
Aquatic Center	800 MLK Jr. Blvd	FL 1	2
		FL 1	2
DSS Kuralt	301 Billingsley Rd.	Lobby	4
		Café	2
		FL 2 204	1
		FL 3 305	1
		FL 1	2
Cooksey Health Dept SEHD	249 Billingsley Rd.	FL 1	2
		FL 1	2
Hal Marshall Annex	618 N. College St.	FL 1	1
		FL 1	1
Valerie Woodard CRC	3205 Freedom Dr.	Micro Market	1
		VW Public Area	4
		Freedom Conf Ctr	2
		Freedom Pub Area	3
		DSS Woodard Fl 2	2
		VW Emp BR	2
		DSS Woodard 100	2
North Region Rec Center	18121 Old Statesville Rd.		

		Not Listed	2
Eastway Rec Center	3150 Eastway Park Drive		
		Not Listed	2
Crisis Assistance	500-A Spratt St.		
		Lobby	2
Charlotte Ops	531 Spratt St.		
		No Location	2
Ray's Splash Planet	215-N Sycamore St.		
		No Location	2
Health Department	2845 Beatties Ford Rd		
		No Location	2
West Charlotte Rec Center	2401 Kendall Drive		
		No Location	
Compost Central	140 Valleydale Rd.		
		No Location	2
Tyvola Senior Center	2225 Tyvola Rd.		
		No Location	1
Ella B. Scarborough CRC	430 Stitt Rd		
		No Location	5
LUESA	2145 Suttle Ave		
		Lobby	2
Micro-Market Ave C Locations	Address	Location(s)	
LUESA	2145 Suttle Ave		
		Main Breakroom	1
Charlotte Meck 2	3205 Freedom Drive		
		No Location	1
Government Center			
	600 East 4 th St.		
		11 th Floor	1
Ella B. Scarborough	430 Stitt Rd		
		2 nd Fl BR	1
DHHS	No address		
		No Location	1



Mecklenburg County

Financial Services Department

Procurement Division

10. INFORMATION TECHNOLOGY CONTRACT PROVISIONS

In accepting this Order (“Order”), your company (the “VENDOR”), acknowledges and agrees to abide by the Terms and Conditions set forth below. In the event that a binding written contract signed by both the VENDOR and the County exists, the terms and conditions of this agreement shall supersede any conflicting terms and conditions of the aforementioned contract.

1. Information Security

1. VENDOR agrees to ensure its software and services comply with all applicable laws and regulations. VENDOR shall, at no additional charge, promptly furnish any updates to the software and services necessary for compliance with any changes in laws or regulations during the terms of this Agreement.
2. Mecklenburg County may, at its expense and for reasonable grounds, require VENDOR to participate in audits and tests relative to County systems and/or services provided by VENDOR on behalf of the County.
3. VENDOR will take every reasonable precaution to ensure the services and software do not contain any virus or similar code that may destroy, modify, alter or cause destruction, modification, or alteration in whole or in part, of any Mecklenburg County data, equipment, networks or software.
4. VENDOR agrees to allow Mecklenburg County access to system security logs that affect this contract, its data, and/or its processes. The VENDOR must provide self-service log reporting or review option, or the VENDOR must produce logs based on regulatory retention requirements of data held (e.g. PCI, HIPAA, etc.)
5. The parties agree that the vendor will provide certain services to, for, or on behalf of Mecklenburg County involving the use or disclosure of Protected Health Information (PHI), as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA). As such, the parties agree to the attached Business Associate Agreement.
6. Notification of security incident or data breach: Mecklenburg County requires a minimum of twenty-four (24) hours notification when any data protection is compromised, or security incident occurs. Unauthorized access or disclosure of non-public data is considered a breach. The VENDOR will provide notification to the County as soon as it is aware of the breach. If the VENDOR is liable for the loss, the VENDOR shall bear all costs associated with the investigation, response, and recovery from the breach. The breach must be communicated to Mecklenburg County's Security Officer.
7. Prior to the effective date of this agreement, VENDOR will, at its expense conduct or certify that the following certifications have been performed:
 - i. Attestation under HIPAA, PCI, DSS and/or FedRAMP (NIST, FIPS 200 and SP800-53, ISO 27001, SOC)
 - ii. A SOC 2 audit of providers security policies, procedures and controls. SOC 2 provided must report on security controls of the solution/application.
 - iii. A vulnerability scan performed by a third-party service of VENDOR systems under this agreement.
 - iv. A formal penetration test performed by a process and qualified personnel of VENDOR systems under this agreement.
 - v. VENDOR will provide Mecklenburg County the reports or other documentation resulting from the above audits, certifications, scans and tests within 30 calendar days of VENDOR's receipt of such results. Based on the results of the above audits, certifications, scans and tests, VENDOR will, if the results require, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligation under this Agreement and provide Mecklenburg County with written evidence of remediation.
 - vi. Mecklenburg County may, at its expense and reasonable grounds, require VENDOR to perform additional audits and tests, the results of which will be provided to Mecklenburg County within seven business days of VENDOR's receipt of results.

- vii. VENDOR shall protect Mecklenburg County's data against deterioration or degradation of data quality and authenticity, including, but not limited to, annual third-party data integrity audits performed by an independent, external organization to determine the VENDOR's compliance with standards
- 8. VENDOR agrees to allow Mecklenburg County (or a designated third-party selected by Mecklenburg County) the opportunity to perform an onsite inspection of the VENDOR's infrastructure and security practices on an annual basis.
- 9. Mecklenburg County reserves the right to review the infrastructure and security specifications of the VENDOR in written format on an annual basis.

2. Network Security

- 1. VENDOR agrees at all times to maintain network security that, at a minimum, includes network firewall provisioning, intrusion detection, and regular third-party vulnerability assessments. Likewise, VENDOR agrees to maintain network security that conforms to generally recognized industry standards and best practices that VENDOR then applies to its own network.

3. User Authentication and Access Rights

- 1. All facilities used to store, and process Mecklenburg County's data will implement and maintain administrative, physical, technical and procedural safeguards and industry best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification or disclosure. Such measures will be no less protective than those used to secure the VENDOR's own data of a similar type, and in no event less than, for data of the same type and nature, during the term of this Agreement.
- 2. The VENDOR must take the same care to prevent the disclosure of Mecklenburg County's confidential information as it takes to prevent disclosure of its own information of a similar nature. In no event, may the VENDOR take less than a reasonable degree of care.
- 3. VENDOR warrants that all Mecklenburg County data will be encrypted in transmission and at rest (including via web interface).
- 4. ADA Accessibility: VENDOR warrants all digital and interactive content will meet or exceed Web Content Accessibility Guidelines (WCAG) 2.0 A and WCAG 2.0 AA conformance standards, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), the organization responsible for developing internet standards. Web accessibility means that people with disabilities can fully and equally perceive, understand, navigate, and interact with the Web as their non-disabled counterparts.

4. Data Location

- 1. Mecklenburg County data, all backups shall not be located, accessed, processed or stored outside of the United States.

5. Acceptable Use

- 1. Confidential Information of the other party may be used by the receiving party only about the performance of or as specifically authorized by this Agreement. Each party will protect the confidentiality of Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information, including, without limitation, by entering appropriate confidentiality agreements with employees, affiliates, independent contractors and subcontractors. Access to Confidential Information will be restricted to the VENDOR's, its personnel (as well as its agents and independent contractors) engaged in a use permitted under this Agreement. Confidential Information may not be copied or reproduced without the disclosing party's prior written consent, except as necessary for use about this Agreement.
- 2. Mecklenburg County data cannot be used or modified outside of the terms of this agreement without written consent of those actions to be performed.
- 3. Subject to the provisions governing all Confidential Information made available under this Agreement, including copies thereof, will be returned or certified destroyed upon the termination of this Agreement or immediately upon the other party's request; provided, that, subject to the terms of this Section, each party may retain copies of the other party's Confidential Information required for its compliance with its record keeping or quality assurance requirements.

6. PUBLIC RECORDS

- 1. Notwithstanding anything contained herein to the contrary, the parties recognize and acknowledge that Mecklenburg County is a subdivision of the State of North Carolina and is, therefore, subject to the North Carolina Public Records Act (the "Act") at N.C. Gen. Stat. 132-1 et seq. The parties further acknowledge that any information that is not otherwise protected by law is a public record under North Carolina law and may be

released and disclosed by the County pursuant to the Act, and that any such release or disclosure shall not in any way constitute a breach of this Agreement, nor shall the County be liable to the VENDOR for such release or disclosure. In the event the County receives a request for disclosure of Confidential Information which the VENDOR has specifically marked "Confidential" or "Proprietary" the County shall give the VENDOR written notice of such request (the "Notice of Request for Disclosure"). In the event the VENDOR has a reasonable basis for contending that the disclosure of such Confidential Information is not required by the Act, the VENDOR shall within ten (10) days after receipt of the Notice of Request for Disclosure notify the County in writing of its objection to disclosure and the basis therefor. The VENDOR shall indemnify, defend and hold harmless the County from and against all losses, damages, liabilities, costs, obligations and expenses (including reasonable attorneys' fees) incurred by the County in connection with any refusal by the County to disclose Confidential Information after receiving an objection to disclosure from the VENDOR. If the County receives no written objection from the VENDOR within ten days after the VENDOR's receipt of a Notice of Request for Disclosure, the County shall disclose the Confidential Information referenced in the Notice of Request for Disclosure. Notwithstanding the foregoing, the parties agree that the computer database information that the County is required to disclose under N.C. Gen. Stat. §132-6.1 shall not be deemed Confidential Information, and that the County shall be entitled to disclose such information without notice to the VENDOR.

2. In accordance with the North Carolina electronic data-processing records law N.C.G.S. §132-6-1, all software and documentation provided by the VENDOR or its subcontractors is subject to potential public inspection and examination.
3. All Software and Documentation provided by the VENDOR or its subcontractors will have sufficient information to enable the County to create an index containing the following information with respect to each database used by the System without extraordinary commitments of staff or resources: (i) annotated list of data fields: name, description, and restricted field indicator; (ii) description of the format or record layout; (iii) frequency with which the database is updated; (iv) list of any data fields to which public access is restricted; (v) description of each form in which the database can be copied or reproduced; (vi) title of the database; (vii) owner of the data; (viii) narrative description of the database; (ix) person creating the index; and (x) purpose of the database. The VENDOR agrees that the County may copy and disclose the information listed above in response to requests for database information under the North Carolina General Statutes. (f) All Documentation for the Products and the System is and will be in all material respects complete and accurate, and will enable data processing professionals and other County employees with ordinary skills and experience to utilize the Products and the System for the expressed purpose for which they are being acquired by the County.
7. **Data Retention and Deletion**
 1. Any data entered, loaded and stored in the software are property of Mecklenburg County. The VENDOR shall provide the County a copy of its data for any reason, and at the termination of the services, at no cost to the County.
 2. In the event of an emergency or time-sensitive situation, the VENDOR shall provide Mecklenburg County the ability to completely retrieve the data from the cloud within 24 hours.
 3. RETURN OF CONFIDENTIAL INFORMATION: The VENDOR will return or destroy Mecklenburg County's confidential information in all forms and types of media and provide written confirmation or certification of such destruction within 30 days. If the data is returned to the County, the VENDOR shall provide the data in the file format agreeable by the County.
 4. RECORDS RETENTION: To ensure compliance with data retention schedules, the VENDOR will retain data according to retention schedules specified and shall return or destroy Mecklenburg County's records as requested when allowed by law.
8. **Business continuity**
 1. VENDOR must provide documented evidence of disaster recovery and business continuity plans. Such plans shall be made available to Mecklenburg County upon request for inspection of documentation. If documentation is unavailable, or has not addressed findings in a timely manner, the VENDOR shall be assessed a penalty, up to termination of agreement, for failure in complying with the County's minimum requirements, as discovered through inspections, audits, or actual disasters.
 2. VENDOR agrees that any and all data stored, processed, or maintained for the County will be backed up to a geographically diverse location at a minimum of once per day. VENDOR agrees to provide certification of successful disaster recovery testing upon request of the County.

9. **Warranty**

1. VENDOR warrants that during the warranty period product and services will be provided according to industry standards.
2. VENDOR warrants to Mecklenburg County that during the applicable warranty period software and services will conform to the operation in accordance with the documentation in all material respects; and services will be carried out according to industry standards in a professional workmanlike manner by qualified personnel.

10. **Third Party VENDORS**

1. The VENDOR shall inform Mecklenburg County of any outsourced functionality and its provider.
2. Unless otherwise stated within this agreement, no assignment of the contract or components of the contract can occur without explicit, written agreement from Mecklenburg County. If portions of the service are provided by a third party, the VENDOR is directly responsible for all terms of the contract, regardless of outsourced functions.

11. **Exit**

1. VENDOR further agrees that following successful transmission of all data to Mecklenburg County, any and all Mecklenburg County data will be erased, destroyed, and rendered unrecoverable and certify in writing that these actions have been completed within 30 days of the termination of this Agreement. At a minimum, a "clear" media sanitization is to be performed in accordance to standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization. During the period between termination of the Agreement and authorization for destruction, all security measures must remain intact, including, but not limited to, encryption, backup, and storage.

11. Submittal Forms

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Form A. BID/Solicitation Participation Acknowledgement

This Form is NOT Required.

This form is to acknowledge that you are interested in participating in this project and that you have read/reviewed the County Sample Contract that will be used upon award. **Failure to submit this form by the designated date as identified on the Schedule of Events shall not preclude the Company from submitting a proposal.**

- Please complete and submit this form to the email address: Meckbids@mecklenburgcountync.gov.
- In the Subject Line include: Attention: Apparel Website Storefront 487-CM-PID004006 Caroline Miller, Procurement Analyst

AGENCY CONTACT INFORMATION			
Name:		Phone:	
Fax:		Email:	

AGENCY INFORMATION		
Agency Name:		
Name:	Title:	
Address:		
City:	State:	Zip Code:
Business Designation (check One)		
Individual [<input type="checkbox"/>]	Sole Proprietorship [<input type="checkbox"/>]	Public Service Corp [<input type="checkbox"/>]
Partnership [<input type="checkbox"/>]	Corporation [<input type="checkbox"/>]	Government/ Nonprofit [<input type="checkbox"/>]
LLC [<input type="checkbox"/>]		

Please check the appropriate box and provide the requested information:

- Yes No **Will attend the Pre-Proposal Conference and will submit a Proposal**
 Number of attendees: In-Person Via Teleconference

- Yes No **Will not attend the Pre-Proposal Conference; however, intend on submitting a Proposal**
 Reason:

- Yes No **Will not attend the Pre-Proposal Conference nor submit a Proposal**
 Reason:

Form B. Pricing Worksheet

Minimum _ Maximum Product Pricing _ By Category

Using the grid below please indicate your proposed minimum and maximum price for each drink/snack/prepackaged food category.

Drink/ Snack / Prepackaged Food Category	Minimum Vending Price Per Unit	Maximum Vending Price Per Unit
Fruit cups / Fruit sauces		
Yogurt in a cup		
Bottled water / Flavored Water/ Unsweetened Tea / Diet Tea		
Power Bars / Protein Bars / Granola Bars		
Salads		
Sandwiches		
Frozen Foods		
Baked Chips / Pop Chips/ Smart popcorn / Pretzels		
Diet or Zero Sodas		
Fruit / Vegetables		
100% Fruit Juices		
Sugar Free Candies		
Hummus / Guacamole		
Mixed Nuts / Trail Mixes		
Milk / Kefir / Smoothies		
Cheeses		
Beverages Hot/cold		

Form D. Addenda Receipt Confirmation

Instructions: Please acknowledge receipt of all addenda posted to [MECKProcure](#) by including this form with your Proposal.

ADDENDUM #:

DATE REVIEWED:

I certify that this proposal complies with the General and Specific Specifications and conditions issued by Mecklenburg County except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

Form E. Vendor Company Information - Background and Experience

Vendor Background	
Question	Response
Vendor Identification	
Vendor Legal Name:	
Vendor Assumed or DBA Name:	
Vendor Address:	
Vendor Contact Information:	
Corporate Notes	
Ownership:	
State company ownership status <ul style="list-style-type: none"> • Business • Sole Proprietor • Partnership • Corporation • Limited Liability Corporation (LLC) • Other 	
State what city and state the company was legally formed.	
State the date the company was formed.	
Certified Partnerships:	
Identify certifications held for implementing another firm's products. Include how long the partnership or certification has been effect.	
Organization Size:	
Describe organization, including any parent companies, subsidiaries, affiliates and other related entities. <ul style="list-style-type: none"> • If a Subsidiary <ul style="list-style-type: none"> ○ # Of employees of proposing company/division ○ Identify revenues of proposing company/division 	
Vendor Experience	
Customer Base:	
# Of public sector clients.	
# Of clients that are municipalities/counties	
# Of clients served similar in size to the County	
Terminated Projects:	
List any terminated projects. Please disclose the jurisdiction and explain the reason for the termination.	
Litigation:	
List any litigation that you have been involved with during the past two (2) years regarding services provided.	
Additional Narrative Response	
Background:	

Describe company in terms of size, type of services offered, and clientele served.	
Describe track record for providing services and/or deliverables similar to the Scope of Work in the Solicitation.	
Financial Information:	
State whether the company or its parent company (if any) has ever received any sanctions or is currently under investigation by any regulatory or government body.	
Minority Women Business Enterprise (MWBE) Participation	
Provide a brief explanation of your company's approach to internal diversity and inclusion. <ul style="list-style-type: none"> • Provide diversity in demographics within your organization • Provide community involvement with diverse stakeholders/organizations. 	
Briefly explain your company's approach to utilizing NC Office of Historically Underutilized Businesses Minority and Women sub-firms and how they will contribute as part of the project team.	
Provide good faith information on previous projects, similar in scope and scale and the achieved diversity and inclusion on those projects.	
Describe the project team key individuals responsible for performing the Statement of Work services and/or deliverables. <ul style="list-style-type: none"> • Provide resume with information regarding <ul style="list-style-type: none"> ○ Experience ○ Qualifications ○ Professional certifications/licensures ○ Other information as deemed necessary 	
Provide organizational chart, listing key individuals and responsibilities, including location of office(s). <ul style="list-style-type: none"> • A percentage/ratio of male to female employees and the percentage/ratio of minority employees within the prime consultant firm. You may also choose to provide other examples or types of diversity within the firm. • A percentage/ratio of male to female employees and the percentage/ratio of minority employees within the sub- firms. Sub-firms may also choose to provide other examples or types of diversity within their firms. • Identify any MBE /WBE certified sub-firms included on your team, and identify which certification (M, W) those sub-firms have. • Any additional information you may have regarding any efforts on the part of the prime or sub-firms towards inclusion and diversity. This may include any professional agency or university 	

outreach efforts, internship, or education programs, etc.	
Communication	
Describe communication scheme you will use to keep the County informed about services?	
What risks are associated with project? What contingencies have been built in to mitigate those risks?	
Do your machines have automatic timers that can be programmed to turn a machine off and on at certain times of the day? If so, how do they work?	
How does your company handle and respond to product recalls?	
Please provide pictures and product specifications for your vending machines and list features Provide refund procedures	
Provide refund procedures	
Provide Photos of proposals vending equipment and new technology	
Provide commission procedures	
Provide a plan-o-gram that follows the Healthy Vending and Food Policy	

Form F. Vendor Reference Form

Please provide the following information for three (3) customers of comparable size and scope as outlined in this Solicitation, particularly North Carolina public sector customers that the vendor has been under Contract with during the past five (5) years, as well as any additional municipality references.

References may be called at any time during the procurement process. The County will not notify Vendors before reference checks begin.

The County reserves the right to check any other reference(s) that might be indicated through the explicitly specified contacts or that result from communication with other entities involved with similar projects.

If your Bid/Proposal includes a Third-Party Provider, you must also submit a separate copy of this form for each Third-Party Provider.

REFERENCE 1:

Name of Client: _____ Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Email Address: _____ Phone: _____

Service Dates: _____

Summary and Scope of Services Provided:

Client Operating Budget: \$ _____ Client # of Employees: _____

REFERENCE 2:

Name of Client: _____ Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Email Address: _____ Phone: _____

Service Dates: _____

Summary and Scope of Services Provided:

Client Operating Budget: \$ _____ Client # of Employees: _____

REFERENCE 3:

Name of Client: _____ Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Email Address: _____ Phone: _____

Service Dates: _____

Summary and Scope of Services Provided:

Client Operating Budget: \$ _____ Client # of Employees: _____

10/2018

Attachment 1: BDI Solicitation Coversheet

BUSINESS DIVERSITY & INCLUSION (BDI) PROGRAM PROVISIONS GUIDE

BDI SOLICITATION COVERSHEET

The County maintains a strong commitment to the inclusion of MWBEs in the County's contracting and procurement process. Accordingly, BDI provides information and forms that Bidders will supply to be considered for the Program.

Bidders are expected to review the entire BDI Program Provisions Guide and this BDI Solicitation Coversheet as they are planning to submit the BDI form(s) with their Bid/Proposal. The Bid/Proposal should outline any supplies and/or services to be provided by Subcontractors, including each certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) for the Contract. Submittals (forms) and time frames can be referenced in Section-4.

PROJECT NAME: Healthy Vending Services – 487-CM-FIN004026

INDUSTRY CATEGORY

Architect & Engineering Construction Professional Services Other Services Goods

Review the established participation goal type selected with the below for this specific solicitation.

PARTICIPATION GOAL TYPES

A. CONTRACT-BY-CONTRACT GOALS

THE ESTABLISHED PARTICIPATION GOALS FOR THIS PROJECT ARE:

MBE

WBE

*Note: the goals must be achieved independently and not in combination

Required Bid forms associated with this participation goal type are:

- [Form A] Listing of Good Faith Efforts (GFE)
[Form B] Identification of Subcontractor Participation
Joint Ventures Documentation (include when is selected)

B. ACHIEVEMENT GOALS

THE ESTABLISHED PARTICIPATION GOALS FOR THIS PROJECT ARE:

11% MBE

4% WBE

*Note: the goals must be achieved independently and not in combination

Required Bid forms associated with this participation goal type are:

- [Form B] Identification of Subcontractor Participation
[Form C] Statement of Intent to Perform Contract with Own Workforce
[Form D] MWBE Inclusion Plan
Joint Ventures Documentation (include when is selected)

C. SPECIAL PROJECTS

THE ESTABLISHED PARTICIPATION GOALS FOR THIS PROJECT ARE:

MBE

WBE

*Note: the goals must be achieved independently and not in combination

Required Bid forms associated with this participation goal type are:

- [Form D] MWBE Inclusion Plan
Joint Ventures Documentation (include when is selected)

**Attachment 2: BDI Form B – Identification of Subcontractor Participation
BUSINESS DIVERSITY & INCLUSION (BDI) PROGRAM PROVISIONS GUIDE**

Mecklenburg County Government

Formal Documents

Form B – Identification of Subcontractor Participation
[Submit with Bid]

The County maintains a strong commitment to the inclusion of MWBEs in the County’s contracting and procurement process when there are viable subcontracting opportunities. Bidders must submit this form with their Bid/Proposal outlining any supplies and/or services to be provided by all Subcontractors, including each MBE, WBE, and non-certified firms for the Contract.

Prior to submission, review your documents for accuracy and ensure all items are complete

Name of Bidder: _____ **Certification Status** MBE WBE NCSBE
(Company Name) (check all that apply): CBI-SBE NCDOT-DBE

Project Name: _____ **Solicitation #:** _____ **Total Bid Amount:** _____

Authorized Person: _____ **Telephone:** _____ **Email:** _____

I, the Authorized Person, do hereby certify that on this Contract, we intend to use the following certified **MWBEs** and non-certified firms as Subcontractors (subconsultants, vendors, suppliers, and/or providers of professional and/or other services). We intend to expend the amounts/percentages below of the total dollar amount of the contract with the businesses listed

****MBE and WBE Certification with the NCHUB Office is required to be counted toward participation goals.**

Total Utilization Amount	Total Utilization Percentage	Total MBE Amount	Total MBE Percentage	Total WBE Amount	Total WBE Percentage	Total Non-Certified Amount	Total Non-Certified Percentage

#	Firm Name / Contact Person	Telephone / Email	County / State	Scope of Work	MBE Amount	WBE Amount	Non-Certified Amount
1							
2							
3							
4							
5							
6							

7							
8							
9							
10							
11							
12							
13							
14							
15							

(add additional sheets if needed)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with the firms listed on this form, conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract, giving rise to all contract and/or statutory remedies, including but not limited to cancellation of the contract.

The undersigned hereby certifies that he or she has read the BDI Program Provisions Guide and the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

_____ Signature of Authorized Person

_____ Title

_____ Date

Form C – Statement of Intent to Perform Contract with OWN Workforce
 [Submit with Bid]

Prior to submission, review your documents for accuracy and ensure all items are complete

Name of Bidder: (Company Name) _____ Telephone: _____	Certification Status: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NCSBE <input type="checkbox"/> CBI-SBE <input type="checkbox"/> NCDOT-DBE Emails: _____
Project Name: _____	Solicitation #: _____
Total Bid Amount: _____	

I hereby certify that it is our intent to perform 100% of the contract required for this Contract.

- In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type of project, normally performs, has the capability to perform, and will perform **all elements of the work** (labor) on this project with his/her own current workforces – **including any aggregation of material, equipment or supplies required for the project provided by the Bidder’s company for utilization on a County Project, with the total value of which is ten percent (10%) or more of the value of the contract or \$2,000, whichever is less; and**

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

- If it should become necessary to subcontract some portion of the work at a later date, the Bidder will comply with all "Good Faith Efforts" requirements in providing equal opportunity to MWBE firms to Subcontract the Work. The BDI Program Office should be notified immediately and approved, and respective BDI Program Provisions and Forms should be adhered to.

The undersigned hereby certifies that he or she has read the BDI Program Provisions Guide and this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Person: _____
 Signature: _____
 Title: _____

State of _____, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public Name/Signature _____
 My commission expires _____



Form D – MWBE Inclusion Plan

[Submit with Bid, when selected in the BDI Solicitation Coversheet]

Create a detailed description of the strategies and actions the Bidder will take to outreach fairly and equitably, support, and contract with MWBEs.

Prior to submission, review your documents for accuracy and ensure all items are complete

The following are elements to incorporate into the MWBE Inclusion Plan to help collaborate with MWBEs by addressing the following, but not be limited to:

- the firms you contacted, when, and how you made contact, and their contact information
- the outreach strategy used to meet this Contract’s MWBE achievement goals;
- the specific resources and resource contacts utilized to locate MWBE firms for this Contract;
- the plan for building a connection with MWBEs and developing a project team;
- the plan to strengthen business relationships;
- the methods that will be used to improve lines of communication;
- the approach(es) that will be taken to resolve disputes;
- detailed description of the supportive services and activities that will be established for business development and how the plan will be executed;
- the mentorship opportunities that will be made available and how those opportunities will be executed; and
- the efforts that will be made available for capacity building and how those efforts will be executed.

(add additional sheets if needed)