

WINSTON-SALEM/FORSYTH COUNTY SCHOOLS

REQUEST FOR PROPOSALS

260-12052023-BEVERAGE

EXCLUSIVE BEVERAGE POURING, VENDING, MARKETING RIGHTS AND SERVICES

1.0 GENERAL CONDITIONS

- 1.0 WS/FCS desires to select via competitive bids or proposals an exclusive supplier or suppliers of beverages, as more particularly described and defined below, for its (1) food service (child nutrition) program sales, (2) vending machines sales and (3) concession sales at school sponsored curricular and extra-curricular activities and events.
- 1.1 WS/FCS also is seeking bids and proposals for the exclusive right to market, advertise and promote beverage products, brands and trademarks within WS/FCS as more particularly described below.
- 1.2 WS/FCS is seeking bids or proposals in the alternative to supply either ALL or only SOME types or classification of beverages as described and defined below. WS/FCS reserves the right to award a contract to one supplier for all types or classification of beverages or to contract with different suppliers for different types or classification of beverages based on the proposals submitted.
- 1.3 All proposals submitted to WS/FCS are subject to the terms and conditions set forth below and shall bind interested parties and successful interested parties to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of the contract to be awarded by the WS/FCS.

2.0 DEFINITIONS:

- 2.1 "WS/FCS". The Winston-Salem/Forsyth County Schools
- 2.2 "Proposal". An offer to furnish services and materials in accordance with the request for proposal, the general conditions, and specifications.
- 2.3 "Proposal Form" . The form on which the Interested Party submits his/her proposal.
- 2.4 "Interested Party". Any individual, company, or corporation submitting a proposal.
- 2.5 "Successful". Any Interested Party to whom an award is made by the WS/FCS.
- 2.6 "Interested Party". Such parties are also referred to as "Vendor."
- 2.7 "Specifications". The description of materials supplies and/or services requested.
- 2.8 "School" and "Facility". A school or other building that houses employees and/or students of WS/FCS.
- 2.9 "Overhead" for the purposes of the specifications and Contract shall be defined as the cost to the Vendor of doing business including, but not limited to, rent, utilities, mortgage, payments, taxes, transportation and labor, etc.

3.0 PROPOSALS:

- 3.1 All proposals must be submitted in writing on the proposal form provided by WS/FCS to:

John Mann Jr, Director of Procurement Services

Winston-Salem/Forsyth County Schools

475 Corporate Square Drive

Winston-Salem, NC 27105

Telephone: 336-748-4005

Fax: 743-219-1580

E-Mail: jwmann@wsfcs.k12.nc.us

- 3.2 The **Director of Procurement Services** has the sole responsibility and authority for issuance of invitations to bid, requests for proposals, placing and modifying invitations, purchase orders and awards issued by and for the WS/FCS for the purpose of this Request for Proposals and contract. Any purchase order or contract made which is contrary to these provisions and authority shall be of no effect and void, and the Board of Education shall not be bound thereby.
- 3.3 **Due Date and Time.** Proposals must be received on or before **2:00 PM** on December 28, 2023, by US Mail, FedEx, or hand delivery. Proposals will not be accepted by FAX or E-Mail. Proposals received after the time stated in the RFP will not be considered. Such proposals will be returned unopened to the Interested Party. The Interested Party assumes the risk of any delay in the mail or in the handling of the mail by employees of WS/FCS. Whether sent by mail or by means of personal delivery, the Interested Party assumes responsibility for having his proposal deposited on time at the place specified.
- 3.4 **Pre-Proposal Meeting.** There will be a team's meeting for interested parties on **December 12, 2023, at 10:00 am.** The Director of Procurement Services will send an invite to all interested parties. Attendance at this meeting of interested parties is strongly encouraged but not required.
- 3.5 Opening of Proposals. **The sealed proposal will be opened on December 28, 2023, at 2:00 pm.**
- 3.6 The submission of a proposal will be construed to mean that the Interested Party is fully informed as to the extent and character of the supplies, materials, equipment, and service in complete compliance with the specifications and as may be clarified at the Pre-Proposal meeting for Interested Parties.
- 3.7 No charge will be allowed for federal, state, or municipal sales and excise taxes since WS/FCS is exempt from such taxes. The proposal price shall be net and shall not include the amount of any such tax.
- 3.8 In all specifications, the words "or equal" are understood to follow each item description. The decision of WS/FCS as to whether an alternate or substitution is in fact "equal" shall be final.
- 3.9 Prices shall be net, including transportation and delivery charges, to the destinations indicated in the proposal. Title shall not pass until items have been delivered to and accepted by WS/FCS.
- 3.10 Under penalty of perjury, the Interested Party certifies that:
- a) The proposal has been arrived at by the Interested Party independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for proposals and the Interested Party has not been offered or received any kickbacks or enticements from any other vendor, supplier, manufacturer, or subcontractor in connection with their

proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money or services.

- b) The contents of the proposal have not been communicated by the Interested Party, nor, to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Interested party or its surety on any bond furnished herewith prior to the official opening of the proposals.

DETAILED SPECIFICATIONS

4.0 PURCHASE OF BEVERAGE ITEMS, REQUIREMENTS WITH EXCLUSIVE POURING RIGHTS/VENDING LICENSE

- 4.1 **Intention:** It is the intent of WS/FCS to contract with an Interested Party or Parties for the purchase of the WS/FCS's requirements for the beverage items including:
- 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.
- 4.2 **Beverages excluded.** WS/FCS reserves and excludes from this proposal and contract the purchase and sale of milk, either chocolate or plain, hot chocolate, fresh brewed iced tea and hot coffee in school cafeterias or concessions.
- 4.3 **Exclusive pouring and vending rights:** As part of this Contract, WS/FCS will grant to the Successful Interested Party or Parties a license to "vend" and "pour" some or all the beverage items listed above in all of its facilities at compensation to be quoted by the Interested Party as part of its proposal.
- 4.4 Except as otherwise noted, the pouring rights and vending license granted by this Contract are to be exclusive by beverage type as listed above. The Interested Party shall quote, as part of its proposal, any and all forms of compensation it will provide to WS/FCS in return for this exclusivity.
- 4.5 The exclusive pouring/vending rights shall apply to all WS/FCS facilities where the beverage items, as listed above, are sold-
- 4.6 During the term of this Contract, WS/FCS will grant to the Successful Party or Parties the exclusive beverage availability and merchandising rights at WS/FCS schools. Only beverage products of the Successful Party or Parties will be sold, dispensed, distributed, served, or sampled (distributed at no cost to the consumer) in the schools at school sponsored events and activities, whether in bottles, cans, post mix, premix, or some other form. WS/FCS recognizes that it is in the interest of all parties to maximize the sale of the beverages of the Successful Party or Parties. No competitive products will be sold, dispensed, distributed, or served by WS/FCS, its agents or employees at school sponsored events or activities during the term of this agreement.
- 4.7 WS/FCS shall require all concessionaires, food service vendors to purchase all products, cups and carbon dioxide directly from the Vendor.
- 4.8 WS/FCS leases its facilities to various third parties in accordance with WS/FC Policy 1330, "Use of School Facilities." WS/FCS will inform lessees of school facilities of this exclusive relationship and encourage the Lessees to purchase and sell beverages provided by the Successful Party or Parties, but WS/FCS cannot and will not bind third party lessees to the terms and conditions of these specifications and contract.

5.0 EXCLUSIVE MARKETING, ADVERTISING AND PROMOTIONAL RIGHTS:

- 5.1 The Successful Interested Party or Parties will be granted the exclusive right during the term of the contract to market, advertise and promote the type or classification of beverages awarded to him/her

under the pouring and vending portion of these specifications and contract including the right to display signage at mutually agreed upon locations at and in WS/FCS. Such signage will meet reasonable specifications as to design, construction, and general appearance, including the sign ordinance of the City of Winston-Salem, if applicable. The Successful Party or Parties will, at its sole expense, be responsible for and will create, develop and provide the signage for the beverages that will appear in WS/FCS.

- 5.2 WS/FCS recognizes that the Successful Interested Party or Parties will have paid valuable consideration to ensure exclusive relationship with WS/FCS and its schools, and that any dilution or diminution of such exclusivity seriously impairs the Successful Interested Party's valuable rights. Accordingly, in the event that any third party (including but not limited to PTAs and Booster Clubs) attempts to associate any competitive products with WS/FCS or the schools or to suggest that competitive products are endorsed by or associated with WS/FCS and the individual schools, WS/FCS will promptly oppose such actions and take reasonable steps to protect the exclusive rights granted to the Successful Interested Party or parties to the extent allowed by law.
- 5.3 Successful Party understands and agrees that at the conclusion of the term of this Agreement all scoreboards that have been placed by the Successful Party or Parties in or on WS/FCS facilities will become the property of WS/FCS.

6.0 DURATION OF CONTRACT:

- 6.1 **Initial term.** The duration of the Contract, subject to earlier termination as set forth herein, shall be a period of *approximately* five (5) years ***from on or about July 2029.***
- 6.2 **Implementation.** *Within 7 days of the award of a contract to the Successful Interested Party or Parties, WS/FCS and the said party/parties shall meet and establish by mutual agreement a schedule for the initial implementation of the contract as follows:*
- 6.2.1 **Child Nutrition.** *Prior to the award of this contract WS/FCS will purchase about a 30-day supply of beverages in the normal course of business to begin the food service program for 2024-2025 school year. Once the said inventory of beverages has been sold all future purchases will be made by WS/FCS from the Successful Interested Party or Parties during the term of the agreement.*
- 6.2.2 **Vending Sales.** *The Successful Interested Party or Parties shall install its vending equipment within 60 days of the award of this contract in the following order of priority: high schools, middle schools, elementary schools, and other facilities.*
- 6.2.3 **Concession Sales.** *The Successful Interested Party or Parties shall install its pouring equipment, where appropriate, within 7 days of the award of this contract in those high school football concession stands that will subject to implementation during the 2024-2025 football season. Pouring equipment in gymnasium concession stands shall be installed prior to beginning of the girls' volleyball season. For those high and middle schools that sell beverages by the bottle or can, concession sales shall begin immediately upon the award of the contract.*

- 7.0 WORK INCLUDED:** The Vendor shall furnish all labor, materials, and equipment necessary to perform any services required by the Contract with direction from the WS/FCS.

8.0 VENDING AND FOUNTAIN EQUIPMENT:

- 8.1 In consideration for being granted the exclusive pouring, vending and marketing rights set forth herein, the Successful Party or parties will provide WS/FCS during the term of this agreement a reasonable and appropriate amount of vending and fountain equipment.
- 8.2 The exact locations, quantities, and types of vending/fountain equipment to be placed throughout WS/FCS's facilities, including the type of product to be sold, will be determined by mutual agreement of both parties. However, the Vendor may not alter and/or decrease in number the present location and quantity of vending machines at WS/FCS's various buildings and facilities at the time of execution of the Contract.
- 8.3 The vending equipment should be the latest technology available to include dollar bill changers, timers, and an audit component.
- 8.4 The Successful Party will agree to maintain and service all vending and pouring equipment provided to WS/FCS in a timely manner
- 8.5 The Successful Party will provide, at a minimum, the following equipment:
- Fountain dispensing equipment for each high school concession stand with a Class "A" rating including but not necessarily limited to those concession stands that service the outdoor athletic fields and gymnasium.
 - *Approximately the same number of vending machines in each school and facility as indicated on Attachment D. However, in the event a school currently has machines that provide competitive beverages, WS/FCS by mutual agreement of the Successful Interested Party or parties may decrease the number of machines to meet the demand of sales; and*
 - One or more coin-operated vending machines for each faculty/staff lounge (provided there is available space and necessary electrical wiring).
- 8.6 If requested or required by Successful Party or Parties, WS/FCS will execute a statement, document or standard loan agreement evidencing the Successful Party's ownership of the vending and/or fountain dispensing equipment. In addition, WS/FCS will agree that no equipment will be removed from WS/FCS or a WS/FCS's facility without the Successful Party's consent. WS/FCS will not encumber the equipment in any manner or permit any attachment thereto.
- 8.7 All costs to furnish, deliver, install, inventory, stock and repair all vending/fountain equipment placed in WS/FCS's facilities shall be borne solely and exclusively by the Vendor.
- 8.8 The Vendor shall establish a system for the reimbursement of monies lost in the vending equipment. The system shall include a scheduled date of reimbursement to occur at a minimum of once a week at WS/FCS's various buildings.
- 9.0 **RECYCLING PROGRAM:** The proposal shall include all costs to furnish recycling containers to accommodate the anticipated number of empty beverage containers generated from the sale of beverage products at WS/FCS's facilities. The WS/FCS shall have the right to redeem the beverage containers returned for recycling or, at its election, to have the Vendor do so.
- 10.0 **DOCUMENTS:** All Interested Parties are required to use the Proposal Form furnished by WS/FCS when submitting their proposals. Interested parties may obtain an electronic file copy of the Proposal Form by contacting John Mann Jr at 336-748-4005 or jwmann@wsfcs.k12.nc.us.
- 11.0 Envelopes should be sealed when submitted, with the information requested on the face of the envelope, as set forth in the "Instructions to Interested Parties".

12.0 PERSONAL EXAMINATION:

- 11.1 Interested Parties are required to satisfy themselves, by personal examination and inspection of the sites upon prearranged appointment, as to both work involved and difficulties likely to be encountered in the performance of the Contract.
- 11.2 No plea of ignorance of conditions that exist, or that may hereafter exist, or of any condition or difficulties that may be encountered in the performance of the Contract as a result of the Vendor's failure to make the necessary examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Vendor to fulfill in every respect all the requirements, specifications, etc; nor will same be accepted as a basis for any claim for extra compensation.

~~13.0~~ **ESTIMATED QUANTITY:** Information is provided on Attachment B to these specifications regarding the WS/FCS's facilities and average daily membership (ADM) of students and the number of staff assigned to each facility to enable the Interested Party to make such an estimate. ***Information is provided on Attachment E regarding the quantity of beverages WS/FCS believes that were sold via vending and concession sales in the school district during the 2024-2025 school year.*** WS/FCS does not guarantee any specific amount and shall not be held responsible for any volume of purchase/sale. In any event, the Contract shall cover WS/FCS's requirements where more or less than the Vendor's estimated amount.

14.0 **INVENTORY CONTROL.** It will be the responsibility of the Successful Interested Party or Parties to ensure that adequate inventories of the products of the Party 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 per school and facility. Changes to service frequency will be made only by mutual agreement of the parties. WS/FCS covenants that it will, on a best effort basis, ensure that adequate storage space is made available to the Successful Party or Parties at each school facility so that said inventories may be maintained.

15.0 **VEND AND POUR COMMISSION AND PRICES:** Each proposal shall clearly set forth the proposed "vend" commission and "pour" prices for all beverages included in the Contract. Each Interested Party shall indicate the proposed commissions and prices on the "Proposal Form" provided and state whether the prices include the beverage container deposit cost, where applicable.

~~16.0~~ **PRICE ESCALATION CLAUSE:** If the Vendor's supplier or manufacturer increases the price of the item(s) to be supplied hereunder during the term of this Contract, such increases only may be passed on to WS/FCS. At the time of request, the Vendor must furnish written substantiation of increase by its supplier/manufacturer to the WS/FCS Purchase Officer. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of WS/FCS and shall only be effective upon acceptance by the WS/FCS in writing. No increase in overhead and/or profit to the Vendor will be allowed. In no event shall the total increase in price for any goods under the agreement exceed 15% during the initial term of a five-year agreement.

17.0 **ACCOUNTING:** A separate accounting record will be kept for each location and shall separately designate the revenue, sales and associated expenses for each unit and/or point of sale. ***The Successful Interested Party or Parties will pay the commissions from vending sales to WS/FCS or each individual school monthly during the term of the agreement.***

- 18.0 **AUDITING:** The proposal shall acknowledge WS/FCS's legal right to conduct an appropriate audit of the books and records maintained by the Vendor in connection with the goods and services provided under the agreement with the WS/FCS.
- 19.0 **DELIVERY:** See attached Exhibit C, a list of WS/FCS delivery locations.
- 20.0 **SAMPLES:** The Interested Party shall submit, if requested to do so by the WS/FCS, samples of the items it intends to furnish under the Contract. Samples shall be submitted under separate cover at the time of proposal. Samples that are not claimed within forty-five (45) days of proposal opening will be considered as property of the WS/FCS.
- 21.0 **MATERIAL LISTED:** Each Interested Party shall submit, in spaces provided, the exact names of the various items it is submitting proposals on. Items shall be clearly marked and fully describe any variations from that specified. For each beverage offered please supply on a separate sheet information about the nutritional content of the product
- 22.0 **INSURANCE:** The Vendor, at its sole cost and expense, shall obtain and maintain a General Commercial Liability Insurance policy, which includes coverage for contractual liability, products liability and completed operations and property damages, in an amount not less than \$2,000,000 for each claim and \$4,000,000 for each occurrence during the Term, and an automobile liability insurance policy covering owned, non-owned, and hired vehicles with coverage at \$2,000,000 combined single limit. The Vendor will also keep in force and effect throughout the Term, workers' compensation insurance to the extent required by law. A certificate or certificates of insurance evidencing the Vendor's insurance coverage and naming the WS/FCS as an additional insured shall be delivered to the WS/FCS upon execution of the Contract.
- 23.0 **INDEMNIFICATION AND HOLD HARMLESS:** The Vendor shall indemnify and hold harmless WS/FCS and its Boards of Education, officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to, all expenses of litigation, courts costs, penalties, and attorneys' fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Vendor, its agents, servants, employees, persons or entities engaged as independent contractors by the Vendor and suppliers, provided, however, that the Vendor shall not be required to indemnify for the following:
- 22.1 acts or conduct by third parties, other than WS/FCS and its Boards of Education, officers, employees, agents, representatives and volunteers, not under the control of the Vendor, except for persons or entities engaged as independent contractors by the Vendor.
 - 22.2 claims where WS/FCS has failed to give adequate, prompt written notice thereof to the Vendor.
 - 22.3 claims settled without the prior written consent of the Vendor; or
 - 22.4 acts of intentional misconduct or negligence by the party to be indemnified.
- 24.0 **STATE AND FEDERAL NUTRITIONAL GUIDELINES:** Interested Parties 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 WS/FCS and/or in accordance with all applicable State and Federal nutritional guidelines.
- 25.0 **COMPLIANCE WITH STATE BOARD OF EDUCATION REGULATIONS:** The Vendor shall also be required to conform to the North Carolina State Board of Education' regulations, 16 NCAC 6H.0004, **CHILD NUTRITION PROCEDURES** These regulations provide that:

(a) National School Lunch Program policies and standards are as follows:

(1) A la carte sales are limited to foods contributing to the nutritional well-being of the child and aiding in the establishment of good food habits. School food authorities and sponsoring organizations may provide this food under the following conditions:

(A) Sponsors must operate all food and beverage services during or before the established lunch period through the school food service department.

(B) The school food service department retains all receipts from the sale of these items.

(C) Sponsors must use all food service income for the purpose of the school's non-profit child nutrition programs.

(D) A la carte items may not include food of minimum nutritional value, as follows:

(i) soda water (soda pop),

(ii) water ices,

(iii) chewing gum,

(iv) processed foods made predominately from sweeteners with a variety of minor ingredients. These foods include hard candy, jellies and gums, marshmallow candies, fondant, licorice, spun candy, and candy-coated popcorn; and

(v) confections and carbonated drinks

(E) Adults may purchase individual food items without purchasing a complete lunch.

(2) Competitive food sales by a school of extra food items in the lunchroom or its general environs must be on a non-profit basis. "On a non-profit basis" means that the sponsor deposits income from the sale of such food items to the account of the school's non-profit lunch and breakfast programs and uses the income solely for these programs.

(A) The school may sell extra food items after the established lunch hour. is over, only with the approval of WS/FCS. The established lunch hour is over when the last pupil has been served for the day. *It is understood that WS/FCS may sell soft drinks only in middle and high schools and when the lunch hour is over, and the last pupil has been served for the day.*

(B) Occupational home economics instructional programs which operate under an approved annual vocational education plan, and which involve the preparation and sale of foods to individuals other than students are not in competition with the child nutrition program.

(C) The NC Department of Public Instruction may deny the opportunity to participate in the program to any school food authority that operates in violation of state policy.

(b) Sponsors must use receipts from child nutrition programs for the cost of operation as outlined in current federal regulations and state policy.

26.0 **CONFLICT OF INTEREST:** The Vendor hereby covenants and agrees that there is no officer or employee of the WS/FCS forbidden by law to be interested in the Contract, either directly or indirectly, who will benefit therefrom.

27.0 **INDEPENDENT CONTRACTORS:** WS/FCS and the Vendor are independent of one another and shall have no other relationship. Neither party shall have, or hold itself out as having, the right or authority to

bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

28.0 GOVERNING LAW: The Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. Any litigation or other proceeding arising under the Contract shall be commenced in a court of appropriate subject matter jurisdiction in the State of North Carolina with venue in Forsyth County.

29.0 COMPLIANCE WITH WS/FCS REGULATIONS:

28.1 The Vendor shall cause all persons performing work to comply with all instructions pertaining to conduct and building regulations issued by WS/FCS. All such persons shall wear readily visible identification mutually satisfactory to the WS/FCS and the Vendor.

28.2 The Vendor shall cause all such persons to preserve and protect all confidential information of WS/FCS to which they may have access during the performance of work. WS/FCS may promulgate and modify the rules and regulations relating to the conduct of the Vendor and all persons performing work under the Contract as the WS/FCS, in its sole discretion, may determine. The Vendor shall cause all persons performing work to comply with such modifications.

30.0 MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets are required for all Hazardous and Toxic substances.

31.0 ADDITIONAL INFORMATION: Should an Interested Party require additional information with regard to the goods and services requested in this proposal or the terms and conditions of same, he/she should attend the Pre-proposal meeting set forth above or contact:

John Mann Jr., Director of Procurement Services, Telephone: 336-748-4005 or
Dionne Jenkins, General Counsel, Telephone: 336-727-2033
Winston-Salem/Forsyth County Schools
PO Box 2513
Winston-Salem, NC 27105
Fax: 743-219-1580
E-Mail: jwmann@wsfcs.k12.nc.us

All changes to these specifications are valid only if they are inserted into the General Conditions or Specifications by a written addendum and sent to All Interested Parties via U.S. Mail, FAX or Electronic Mail.

32.0 TERMINATION

31.1 WS/FCS will have the right to terminate this Agreement at any time if the Successful Party or Parties breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after written notice of default is received by the Successful Party.

31.2 If any of the rights granted to the Successful Party or Parties under this Agreement are materially restricted or limited during the term, then the Party and WS/FCS will negotiate in good faith for an appropriate adjustment for the remainder of the Term to reflect the diminution in the value of the rights granted to the Successful Party or Parties under this Agreement. If a Party and WS/FCS cannot

reach an agreement, then the Party shall have the right to terminate this Agreement upon written notice to WS/FCS.

31.3 A Successful Party will have the right to terminate this Agreement at any time if WS/FCS breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after written notice of default is received by WS/FCS.

31.4 Upon any termination of this Agreement for any reason, the Successful Party will have the right to receive a refund from WS/FCS of any prepaid fees prorated to the date of termination.

33.0 WS/FCS CENSUS INFORMATION

32.1 The WS/FCS has approximately 53000 students.

32.2 The WS/FCS employs approximately 8100 full and part-time faculty and staff.

32.3 The WS/FCS operates

- 42 elementary schools
- 15 middle schools
- 16 high schools and
- 8 other buildings, including administrative buildings and bus garages.

32.4 The WS/FCS allows extensive public use of its properties.

34.0 **DELIVERY LOCATIONS:** See: Attachment B

35.0 **ENERGY CONSERVATION:** *The Successful Interested Party or Parties will agree to comply with WS/FCS energy conservation policy or program a component of which requires that electric lights within vending machines be turned off or rendered inoperable to conserve energy.*

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Federal Contracting Requirements

This *Attachment* is incorporated into the Service Contract between WSFCS and the Vendor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This *Attachment* identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they are have complied and shall comply in the future with all applicable federal, state, and local laws, regulations, and rules and School System policies and procedures, as amended from time to time, relating to work to be performed under this Contract. The following provisions are specifically incorporated into this Contract.

1. Equal Employment Opportunity. In the event this Contract meets the definition of "federally assisted construction contract" set forth in 41 C.F.R. § 60-1.3, the Vendor agrees to all requirements set forth in 41 C.F.R. 60-1.4(b), which are incorporated by reference into this Contract.
2. Compliance with Davis-Bacon Act. In the event this Contract involves a prime construction arrangement for an amount in excess of \$2,000, the Vendor agrees to comply with all provisions of the Davis-Bacon Act (40 U.S.C. §§ 1341-3144, 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
3. Compliance with Contract Work Hours and Safety Standards Act. In the event this Contract is for an amount more than \$100,000 and involves the employment of mechanics or laborers, the Vendor agrees to comply with all requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Compliance with Regulations Regarding Rights to Inventions. In the event the federal funds expended on this Contract meet the definition of "funding agreement" under 37 CFR § 401.2 (a), and this Contract involves the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the District agrees to comply with the requirements of 37 CFR Part 401,

“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Compliance with Clean Air Act and Federal Water Pollution Control Act. If the Contract is for an amount more than \$150,000, the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

6. Compliance with Disbarment and Suspension Requirements. The Vendor certifies that it is not listed in the System for Award Management (SAM), as a party debarred, suspended, or otherwise excluded by agencies, or otherwise declared ineligible under statutory or regulatory authority.
7. Compliance with Byrd Anti-Lobbying Amendment. If the Contract is for an amount in excess of \$100,000, the Vendor agrees to provide the district with the certifications required by 31 U.S.C. § 1352.
8. Compliance with Solid Waste Disposal Act. In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, the Parties agree to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Vendor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.

ATTACHMENT A
**(List of Schools with 10th day enrollment & No. of staff for 2023-2024 school year
and other WS/FCS Facilities)**

School_Number	School	Total
308	Ashley Academy	335
314	Bolton Elementary	343
320	Brunson Elementary	370
326	Caleb's Creek Elementary	621
334	Cash Elementary	525
344	Children's Center	52
348	Clemmons Elementary	796
351	Cook Literacy Model School	235
430	Diggs-Latham Elementary	357
368	Easton Elementary	479
376	Forest Park Elementary	498
457	Frank Morgan Elementary	727
380	Gibson Elementary	607
384	Griffith Elementary	583
390	Hall-Woodward Elementary	561
400	Ibraham Elementary	315
403	Jefferson Elementary	577
416	Kernersville Elementary	614
424	Kimberley Park Elementary	261
426	Kimmel Farm Elementary	796
428	Konnoak Elementary	564
432	Lewisville Elementary	585
440	Meadowlark Elementary	808
448	Mineral Springs Elementary	531
453	Moore Magnet Elementary	417
462	North Hills Elementary	410
472	Old Richmond Elementary	407
476	Old Town Elementary	552
490	Petree Elementary	442
494	Piney Grove Elementary	613
504	Rural Hall Elementary	449
508	Sedge Garden Elementary	723
512	Sherwood Forest Elementary	648
514	Smith Farm Elementary	405
520	South Fork Elementary	462
528	Southwest Elementary	500

530	Speas Elementary	769
354	The Downtown School	401
531	The Special Children's School	19
532	Union Cross Traditional Acad	482
536	Vienna Elementary	785
540	Walkertown Elementary	645
548	Ward Elementary	472
560	Whitaker Elementary	529
350	Clemmons Middle School	1,149
366	East Forsyth Middle School	756
372	Flat Rock Middle	703
392	Hanes Magnet School	900
420	Kernersville Middle	754
434	Lewisville Middle	871
436	Lowrance Middle	136
442	Meadowlark Middle	827
452	Mineral Springs Middle	695
464	Northwest Middle	759
492	Philo-Hill Magnet Academy	380
516	Southeast Middle	726
406	Thomas Jefferson Middle	767
544	Walkertown Middle	623
564	Wiley Magnet Middle	783
311	Atkins Academic & Tech High	1,190
330	Carver High	694
362	Early College of Forsyth Co	310
364	East Forsyth High	1,690
446	Middle College of Forsyth Cnty	117
454	Mount Tabor High School	1,393
460	North Forsyth High	1,111
486	Parkland High	1,638
496	R J Reynolds High	1,747
382	Robert B Glenn High	1,467
495	Ronald W Reagan High School	2,227
542	Walkertown High	664
556	West Forsyth High	2,269
336	Carter High School	126
488	J F Kennedy High	309
427	Kingswood School	7
385	Main Street Academy	37
480	Paisley IB Magnet	570
398	Virtual Academy	281
568	Winston-Salem Preparatory Acad	358

	Total	51,304
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ATTACHMENT B

School Number	School	Address	City	State	Zip
308	Ashley Academy for Cultural & Global Studies	1647 Ashley School Cir	Winston-Salem	NC	27105
311	Atkins Academic & Technology High School	3605 Old Greensboro Rd.	Winston-Salem	NC	27101
314	Bolton Elementary School	1250 Bolton St.	Winston-Salem	NC	27103
320	Brunson Elementary School	155 N. Hawthorne Rd.	Winston-Salem	NC	27104
326	Caleb's Creek Elementary School	1109 Salem Crossing Rd.	Kernersville	NC	27284
332	Career Center High School	910 Highland Court	Winston-Salem	NC	27101
336	Carter High School	851 Highland Ct.	Winston-Salem	NC	27101
330	Carver High School	3545 Carver School Rd.	Winston-Salem	NC	27105
334	Cash Elementary School	4700 Old Hollow Rd.	Kernersville	NC	27284
344	Children's Center	2315 Coliseum Dr.	Winston-Salem	NC	27106
348	Clemmons Elementary School	6200 Bingham Ave.	Clemmons	NC	27012
350	Clemmons Middle School	3785 Fraternity Church Rd.	Winston-Salem	NC	27127
351	Cook Literacy Model School	920 11th St. N.W.	Winston-Salem	NC	27105
430	Diggs-Latham Elementary School	986 Hutton St.	Winston-Salem	NC	27101
362	Early College of Forsyth	2100 Silas Creek Parkway,	Winston-Salem	NC	27127
364	East Forsyth High School	2500 W. Mountain St.	Kernersville	NC	27284
366	East Forsyth Middle School	810 Bagley Dr.	Kernersville	NC	27284
368	Easton Elementary School	734 E. Clemmons Rd.	Winston-Salem	NC	27107
372	Flat Rock Middle School	4648 Ebert Rd.	Winston-Salem	NC	27127
376	Forest Park Elementary School	2019 Milford St.	Winston-Salem	NC	27107

ATTACHMENT C

School #	Middle School	Beverage Machines
350	Clemmons Middle	1
366	East Forsyth Middle	1
372	Flat Rock Middle	1
392	Hanes Middle	1
406	Jefferson Middle	1
420	Kernersville Middle	1
434	Lewisville Middle	3
436	Lowrance	1
442	Meadowlark Middle	1
452	Mineral Springs Middle	1
464	Northwest Middle	1
480	Paisley Middle	2
492	Philo-Hill Middle	4
516	Southeast Middle	1
398	Virtual Academy	1
544	Walkertown Middle	1
564	Wiley Middle	2

School #	High Schools	Beverage Machines
311	Atkins High	3
332	Career Center	7
336	Carter	1
330	Carver High	4
362	Early College of Forsyth	N/A
364	East Forsyth High	3
446	Forsyth Middle College	N/A

382	Glenn High	2
488	Kennedy	1
427	The Kingswood School	1
385	Main Street Academy	0
454	Mt. Tabor High	3
460	North Forsyth High	1
486	Parkland High	1
495	Reagan High	5
496	Reynolds High	5
542	Walkertown High	2
556	West Forsyth High	2
568	WS Prep Academy	2

School #	Elementary Schools	Beverage Machines
308	Ashley	2
314	Bolton	1
320	Brunson	1
326	Caleb's Creek	1
334	Cash	1
344	Children's Center	1
348	Clemmons Elementary	1
351	Cook	1
430	Diggs-Latham	1
354	Downtown School	1
368	Easton	1
376	Forest Park	1
380	Gibson	1

384	Griffith	1
390	Hall-Woodward	1
400	Ibrahim	1
403	Jefferson	1
416	Kernersville	2
424	Kimberley Park	1
426	Kimmel Farm	1
428	Konnoak	2
432	Lewisville	3
440	Meadowlark	1
448	Mineral Springs	1
453	Moore	1
457	Morgan	1
462	North Hills	1
472	Old Richmond	1
476	Old Town	2
490	Petree	2
494	Piney Grove	1
504	Rural Hall	1
508	Sedge Garden	1
512	Sherwood Forest	1
514	Smith Farm	1
520	South Fork	1
528	Southwest	1
530	Speas	2
531	The Special Children's	1
532	Union Cross	1
536	Vienna	1

540	Walkertown Elementary	1
548	Ward	1
560	Whitaker	1

	Departments	
110	Central Office	3
045	Idlewild Distribution Center	1
111	4801 Bethania Station Rd	1
054	Facility	3

ATTACHMENT D

Listed below is WS/FCS best estimate of the quantity or volume of vending and concession sales of various beverages during the 2024-2025 school year. This information is not presented as a guarantee that the same or similar volume or quantity will be sold in future years.

Type of beverage	Size	Number of cases
Canned soft drinks	12 oz.	15,600
Canned soft drinks	8 oz.	35
Bottled Soft drinks	20 oz.	12,700
Sports drinks	20 oz.	140
Sports drinks	24 oz.	75
Fruit drinks	20 oz.	3,000
Canned fruit drinks	12 oz.	160
Juice	11.5/12 oz	85
Bottled water	20 oz	1360
Total		33,155

**WINSTON-SALEM/FORSYTH COUNTY SCHOOLS
475 Corporate Square Drive
WINSTON-SALEM, NORTH CAROLINA 27102
336-748-4005 – FAX 743-219-1580**

REQUEST FOR PROPOSALS FORM

BEVERAGE VENDING/POURING AND EXCLUSIVE MARKETING AGREEMENT

**Proposal Opening Date:
Must be received by
Proposal may be delivered WS/FCS Administrative Center,
475 Corporate Square Drive
Winston-Salem, North Carolina 27105**

Purpose: The purpose of the request is to obtain a beverage vending/pouring and exclusive marketing contract that will:

- Provide beverages for the students, staff, and visitors of WS/FCS.
- Provide an alternative source of beverages for child nutrition program; and
- Provide additional revenue for the use and benefit of WS/FCS and the individual schools in the school district.

Background:

WS/FCS is made up of 42 elementary schools (with a 40th school under construction), 15 middle schools, 16 high schools and 8 special schools. The average daily membership for the 2022-2023 school year was approximately 53,000 students.

Approximately 30,000 students buy their lunch each day in WS/FCS school cafeterias. During the 2022-2023 school year WS/FCS Child Nutrition Program sold 9,260 cases of bottled water, 2,200 cases of sports drinks, 213 cases fruit and/or vegetable juices, 35,774 cases of fruit and/or juice containing drinks, and 2,600 cases of ready-to-drink iced tea.

WS/FCS provide many extra-curricular activities after the regular school day at its middle and high schools. In addition, many youth and adult sports teams use elementary and middle school athletic facilities for practices and events at night and on weekends.

There are beverage vending machines in all cafeterias and faculty lounges. There also are beverage vending machines in four lounges in the WS/FCS Administrative Center as well as beverage vending machines at the maintenance, food services and transportation offices.

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

Name of Vendor:

Mailing Address:

City:

State:

ZIP:

Telephone:

FAX:

e-mail:

Name of Contact Person:

Title:

1. Scope of Proposal. 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 WS/FCS. 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

Elements of Proposal	5 years	
a. Base Bid How much do you offer WS/FCS for the exclusive vending, pouring, and marketing rights?	\$	
• If you were awarded a contract to provide ALL the beverages listed above, how much additional would you be willing to offer WS/FCS?	\$	

b. 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?***

	5 years					
	Com	Price	Vol.			
• 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	%	\$				

c. Guaranteed Minimums. Would you be willing to guarantee any minimum net proceeds for vending sales per school? If yes, please state amount of guarantee per year per school during the term of the agreement.			
• Per Elementary School		\$	
• Per Middle School		\$	
• Per high school		\$	
d. Volume Incentives. Would you be willing to pay incentives for an increased volume of vending sales? If yes, state terms and conditions of incentives.			
e. Cafeteria Sales. For each type of beverage you offer to supply WS/FCS child nutrition program, state size of can/bottle and cost per case:			
• Sports drinks	Oz.	\$	
• Fruit and/or juice containing drinks	Oz.	\$	
• Fruit and/or vegetable juices	Oz.	\$	
• Ready-to-drink iced tea	Oz.	\$	
• Bottled water	Oz.	\$	
f. Concession Sales. For each type of beverage you offer to supply WS/FCS concessions sales program state cost per case (if sold in bottles or cans) or cost per canister if sold for pouring.			
• 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		\$	
e. Advertising. Please state the amount you are willing to pay each school for each type of advertising listed below.			
• Full page ad in high school annual		\$	
• Full page ad in high school football program for season		\$	
• Full page ad in high school soccer program for season		\$	
• Full page ad in high school basketball program for season		\$	
• ¼ page ad in high school newspaper for year		\$	
• Full page ad in middle school annual		\$	
• ¼ page ad in middle school newspaper for year		\$	
• Any other types of advertising, please describe and state offer.			

f. 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. It is assumed that the donation would be divided proportionately based on enrollment among the 11 WS/FCS High Schools and made in equal annual installment so the amount stated in the offer column should be 5 or 10 times the annual donation.		
	\$	\$
g. Funding Raising "Truckload" sales. Are you willing to provide truck-load sales events to assist schools with fund raising? If yes, state the unit cost for each product listed below:		
• Carbonated beverages, Soft drinks, 12 oz. Cans	\$	
• Carbonated beverages, Soft drinks, 20 oz. Bottles	\$	
• Sports drinks, 20 oz. Bottles	\$	
• Fruit and/or juice containing drinks, 12 oz. Cans	\$	
• Fruit and/or juice containing drinks, 20 oz. Bottles	\$	
• 100% Fruit and/or vegetable juices () oz.	\$	
• Ready-to-drink iced tea () oz.	\$	
• Bottled water, 20 oz. Bottles	\$	
3. Supplies & Equipment Consideration		Yes/No
a. Vending Machines. Will you provide and service in a timely manner the vending machines required by the specifications at no cost to WS/FCS?		
b. Cafeteria Equipment. Will you provide and services in a timely manner all the machines and equipment necessary to properly service school cafeterias at no cost to WS/FCS?		
c. 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 WS/FCS?		
d. Athletic Drinks and supplies. Will you provide without charge to WS/FCS sports drinks, powdered drink mix, cups, and coolers for any high school athletic teams? If yes, indicate which sport and number/volume of drinks offered per year.		
	5 years	
• Football		
• Soccer		
• Basketball		
• Volleyball		
• Wrestling		
• Track & Field		
• Swimming		
• Cross Country		
• Softball		
• Baseball		
• Others		

d. 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? <i>If yes, state the amount offered for scoreboard replacement as well as any other terms and conditions of this offer below.</i>		
	\$	\$
Will you provide scoreboards for new facilities that are constructed during the term of this agreement? WS/FCS is considering the construction of two new high schools within the next five years. <i>If yes, state the amount offered for new scoreboards as well as any other terms and conditions of this offer below.</i>		
	\$	\$
e. Sponsorship for the Frank Spenser Tournament.		
	\$	
f. Portable Concession Stands. Will you provide, or provide funding for the lease of, portable concession stands for athletic and other outdoor events. If yes, please state the limits, if any, on the amount of this contribution.		
g. Fund Raising Programs. Will you offer coupons for the purchase of your company's products that may be redeemed for school supplies and equipment? If yes, describe program below or on a separate sheet.		
h. Will you allow any other products to be sold through your vending machines other than your own brands. If yes, please give details.		
i. Other Offers. Please describe any other benefits or options that you think enhance this proposal. WS/FCS would be receptive to any ideas or proposals that you might have that will serve to assist and benefit the students of the school district. Please explain in detail any idea or program that you think would be of interest to WS/FCS. Please provide a value for five and ten years to any benefits that you propose.	Value \$	Value \$
Please place in an envelope and state on the outside of the envelope: WS/FCS Beverage Proposal Name of Vender: Contact Person: Title: Telephone number:		
Signature:		Date:
Title:		