



WINSTON SALEM/FORSYTH COUNTY SCHOOLS

Procurement Services Department
WINSTON SALEM, NC 27105
(336) 748-4005

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REQUEST FOR PROPOSAL FOR:

Cafeteria Safety Shoes

RFP #: 2600015

DATE ISSUED: August 26, 2025

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DEADLINE FOR SUBMITTING QUESTIONS:

DATE: September 4, 2025, BY 2:00 P.M.

BIDS WILL BE RECEIVED: Tuesday September 23 @ 2:00 P.M.

SEALED bids shall be mailed to:

WS/FCS Financial Services
ATTN: John Mann Jr, CLPGO
DIRECTOR PROCUREMENT SERVICES
475 Corporate Square Drive
Winston Salem, NC 27105
3367484005 or by email at
jwmann@wsfcs.k12.nc.us

General Terms and Conditions

1.1 Scope of Project.

WS/FCS Child Nutrition intends to enter into an agreement with a Contractor who would be designated as the primary vendor for safety shoe purchases.

Purpose:

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a prime vendor safety shoe program. As this is a proposal and NOT a bid, the only information available at opening will be the names of the responding vendors.

WS/FCS Child Nutrition includes approximately 74 cafeterias with approximately 550 permanent employees. Characteristics of winning bid should include (but not be limited to):

1. Broad selection of safety shoes with excellent slip resistance as rated by independent laboratories and made of a sturdy material for a foodservice work environment.
2. Only black shoes are acceptable.
3. Broad selection of slip resistant shoes at affordable prices to employees.
4. Location in Forsyth County where employees may purchase compliant shoes throughout the calendar year. (preferred but not required)
5. Capacity to collect orders and ship directly to employees at home address or central office address.
6. A variety of options for employees to order directly from vendor, including on-line, via toll free phone, via fax or U.S. Mail.
7. Warranty against defects
8. Satisfaction Guarantee for fitness and comfort
9. Safety posters highlighting slips and falls for all kitchens
10. Vendor label or tag displayed on all available shoes.
11. Administrative support staff to implement coupon/voucher program for employees
12. Ability to comprise one invoice on the 30th day of each month. Employee's names and/or voucher number are to be itemized on the invoice or vouchers attached to invoice.
13. Ability to take direct payment from employees for any amount more than shoe allowance and for any additional purchases.

1.2 Contract Time Period

The time period for purchases covered by a Contract resulting from the award of this RFP is the effective date of the signed bid award document until November 1, 2025. The SFA reserves the right to award the Contract to a vendor for a longer initial term period than the time period stated in the Bid Certification if it is determined to be in the best interest of the SFA. Unless otherwise indicated in these General Terms and Conditions, all pricing will be firm throughout the entire contract period.

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

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

1.3 Proposal Due Date

The due date of this bid is **Tuesday September 23, 2025, by 2:00** pm. An original and two (2) copies shall be provided.

1.4 Instructions to Vendors

The department responsible for this bid is WS/FCS financial Services, 475 Corporate Square Drive, Winston Salem, 27105. The WS/FCS contact will be John Mann Jr, director of Procurement Services; email: jwmann@wsfcs.k12.nc.us.

Questions can be sent electronically to jwmann@wsfcs.k12.nc.us. **The deadline for submitting questions is Thursday September 4, 2025 by 2:00 p.m.** There will be no response to questions submitted after this date. All questions and answers will be published and provided to all vendors as soon as possible.

Submission: The submission of a response shall be *prima facie* evidence that the vendor has full knowledge of the scope, nature, quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

Faxed/emailed proposals ARE NOT acceptable. All bids must be submitted by the date and time of public opening (see above). Bids must be submitted to the forms provided in a sealed envelope clearly marked (typed or blocking lettering only) with the vendor's name, return address, Cafeteria Shoes and the opening date and time. An original and two (2) copies of the bid shall be provided.

Bids must be addressed to: Winston Salem/Forsyth County Schools, Attn: John Mann, Director of Procurement Services located at 475 Corporate Square Drive, Winston Salem, NC 27105. Include bid number on outside mail packaging.

Bids not submitted in the format as instructed by this bid may not be accepted. Addendums to this bid, once filed, may be submitted in a sealed envelope only and must be properly identified, prior to the opening hour.

Receipt of Bid / Late Bid: Sealed bids shall be received at the place and until the time indicated in this bid. It is the sole responsibility of the vendors to ensure timely delivery of the bid. WS/FCS will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery service chosen by the vendor.

Bids received after the date and time specified shall be considered LATE and shall not be considered for award.

Accuracy of Proposals / Withdrawal of Proposals prior to Bid Opening: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing or by facsimile {provided that the facsimile is signed and dated by vendor's authorized representative) at any time prior to the opening hour. However, no proposal may be withdrawn for a period of one hundred twenty (120) days after the opening of the bid.

Addenda: The only method by which any requirement of this solicitation may be modified is by written addendum. If an addendum to the proposal document is required, WS/FCS will mail the addendum within a reasonable time prior to the due date. WS/FCS is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Proposals may not be considered if they do not include acknowledgement of a formal addendum. Addendums will be mailed to all vendors of record, and such addendum shall be acknowledged by signing and including in your proposal submission.

Indemnification: The vendor shall protect, indemnify and hold WS/FCS harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the vendor.

Disclosure: Vendor shall note all relationships that might be a conflict of interest and include such information with the RFP.

Subcontracting: No portion of this contract may be subcontracted without prior permission of the WS/FCS.

Minority businesses are encouraged to submit proposals for this project. Winston Salem/Forsyth County Schools reserves the right to reject any or all bids and to waive any irregularities or technicalities.

In accordance with Federal Law and U.S. Department of Agriculture policy, the Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, Section 168A-3. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992

(Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer

DEFAULT AND PERFORMANCE BOND: In case of default by the contractor, WINSTON SALEM FORSYTH COUNTY SCHOOLS (WS/FCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WS/FCS reserves the right to request performance bonds or other acceptable alternative guarantees from successful bidder without expense to WS/FCS.

GOVERNMENTAL RESTRICTIONS: In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. WS/FCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

AVAILABILITY OF FUNDS: All payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. No goods or services should be shipped or provided prior to issuance of a Purchase Order to the vendor/contractor by WS/FCS.

TAXES: Any applicable taxes shall be invoiced as a separate item. G.S. 143-59.1 bars the Secretary of Administration from entering contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and collects use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

SITUS: The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

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

PAYMENT TERMS: Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods. The agency is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by 1/19/2022 28 procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.

AFFIRMATIVE ACTION: The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

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

STANDARDS: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

PATENT: The contractor shall hold and save WS/FCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

ADVERTISING: Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.

ACCESS TO PERSONS AND RECORDS: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

ASSIGNMENT: No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the contractor, may: a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check. In no event shall such approval and action obligate the State to anyone other than 1/19/2022 29 the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

INSURANCE COVERAGE: - During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of this type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits: a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of contractor's employees who are engaged in any work under the contract. If any work is sublet, the contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract. b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be more than the limit of liability.) c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment. **REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall always comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

GENERAL INDEMNITY: The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that the State has knowledge of such claims. The contractor represents and warns that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

CANCELLATION (TERM CONTRACTS ONLY): All contract obligations prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled as a whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.

QUANTITIES (TERM CONTRACTS ONLY): The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

PRICE ADJUSTMENTS (TERM CONTRACTS ONLY): Any price changes, downward or upward, which might be permitted during the contract period must be general, either because of market change or on the part of the contractor to other customers. a. Notification: Must be given to WS/FCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature. b. Decreases: WS/FCS shall receive full proportionate benefit immediately at any time during the contract period. c. Increases: All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WS/FCS reserving the right to accept or reject the increase or cancel the contract. Such action by WS/FCS shall occur not later than 15 days after the receipt by WS/FCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase. d. Invoices: It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students). B. At a minimum, the contractor shall obtain a complete North Carolina statewide criminal background investigation for all employees and subcontractors who will work on this project, covering a period for the WSFCS ITB09/11 Supplies 12 last seven (7) years. If the contractor or subcontractor is from out of state, criminal background investigation shall be broadened to include their home state, as well as the state of North Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with these criminal background checks are the responsibility of the contractor. Each prime contractor will be responsible for all their employees and all their subcontractors working under them. On sites that are occupied with students and staff, a daily sign-in sheet will be presented by each prime contractor to the principal and SRO – Student Resource Officer by 9:00 a.m. each morning. If there is no SRO – provide to the principal. This list will contain the name of each person on site and the company they work

for. C. Any individual with the following criminal convictions or pending charges will NOT be permitted on any school project or property. 1. Child Molestation or Abuse or indecent liberties with a child. 2. Rape. 3. Any Sexually Oriented Crime. 4. Drugs: Felony use, possession, or distribution. 5. Murder, manslaughter, or other death related charge; or 6. Assault with a deadly weapon or assault with intent to kill. D. Any individual with a prior conviction or pending charges contained in the list shall be banned (not allowed) from any school project or property. E. Each person on site must wear a plastic laminated identification badge that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. All costs associated with these criminal background checks is the responsibility of the contractor. The ID badge template will be made available to the successful prime contractors at the Preconstructions Meeting. F. Forsyth County Schools may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.

1.5 Format for Response

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposal be organized in the format specified below.

- An original (clearly noted and signed) and one (1) copy of the proposal,
- A fully executed bid sheet,
- Review and signatures on Attachments 1-4,
- Appropriate Bonds

1.6 Evaluation

In evaluating the responsive proposals submitted, WS/FCS will apply the "Best Value" standard in selecting the vendor. Price is not the only criteria that will be used in the evaluation process. "Best Value" means the most advantageous balance of price/cost, quality, service performance, and other elements, as defined by WS/FCS. Any award resulting from this bid will be made to that vendor whose offer conforms to the bid, and it is determined to be the most advantageous, or "best value" to WS/FCS, in the sole judgment of WS/FCS. The selection process will include, but not be limited to, the following considerations:

1. The provider's ability to assist WS/FCS in meeting the overall goals of the bid.
2. The extent to which the goods or services meet WS/FCS needs.
3. The firm's overall experience, reputation, expertise, stability, and financial responsibility.
4. The vendor's past relationship with WS/FCS, if any.
5. The experience and qualifications of the staff.
6. Vendor's financial terms and product design offered to WS/FCS.
7. Any other relevant factor that a private business entity would consider is selecting a vendor.

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

1.7 Specifications

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item

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

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

All bids must identify the manufacturer, model, and specifications of the equipment being offered. “**Pre-Approved Equal**” Brands may be allowed where indicated. To offer “Pre-Approved Equal” items, rather than any “approved brand” specified, the offeror must supply a complete description and sufficient data for the SFA to properly analyze the product being compared. Samples may be requested for items other than “approved brands”. These “Pre-Approved Equal” brands must be approved by the SFA **before** the bid opening. The SFA reserves the right to reject any brand submitted.

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

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

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

1.8 Deviations for Item Specification or General Terms and Conditions

All limitations, expectations, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the “approved brand and/or model” (where identified), must be clearly noted in detail by the offeror at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror’s response will hold the offeror accountable to the SFA to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the bid

response may place the offeror at a competitive disadvantage or otherwise prevent the SFA from considering the affected items(s).

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

1.9 Purchase Order Requirements

A response to this RFP is an offer to contract the SFA based upon the Item Specifications and the General Terms and Conditions contained in the RFP. Offers do not become Contracts unless and until they are both accepted by the SFA through an Award Notice to the offeror. This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the RFP and any subsequent addenda thereto, (2) the offeror’s signed Bid Certification and any subsequent addenda thereto, (3) the offeror’s entire response to the RFP (4) the offeror’s Notice of Award document, (5) and any additional terms, conditions, or instructions. All binding agreements should be submitted as part of the bid packet. The contract shall be interpreted by and governed under the laws of the State of North Carolina.

1.10 Invoices and Payment Conditions

Billing is to be completed weekly, one invoice per site. Timesheets for each site will be compiled by the SFA and provided to the agency on Tuesday of every week, for the previous Monday through Friday work period. In the event of a holiday or missed workday falling on a Tuesday, the SFA will provide timesheets on the next business day. Invoices must reflect (a) the name and address of the vendor, (b) the name and address of the SFA building/location, (c) the period for which the invoice is addressing, (d) the name of each individual who worked at the specified location for the period, (e) the contracted rate to be billed per individual, (f) the total hours worked for the period for each individual, (g) the total cost of the individual being billed, and (h) the total cost of service for the specified location. Invoices must be mailed directly to the SFA address, come via email file, or be hand delivered on a weekly basis.

For the purposes of this contract, the overtime bill of time and one-half (1-1/2) the contracted amount will apply to all hours more than forty (40) hours in one week per employee. The week runs from Monday through Sunday.

In any case, payment will be made only after satisfactory delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above. At the option of the SFA, invoices with incorrect prices or other errors or inconsistencies will not be paid until corrected by issuance of a corrected invoice. At the option of the SFA, invoices may be corrected upon receipt and payment may be made based upon their corrections.

1.11 Records Retention Requirements

By signing this bid, the offeror understands that the SFA, the U.S. Department of Agriculture, the NC Department of Public Instruction, the Comptroller General of the United States, or any of their duly authorized

representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions.

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

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

1.12 Remedies of Non-Performance of Contract and Termination of Contract

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

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

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

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

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

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

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

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

1.13 Right to Assurance

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

1.14 Regulatory Compliance

1. The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
3. The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".
5. The offeror shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
6. The offeror shall comply with the provisions of the Consumer Product Safety Act.
7. The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
8. The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

1.15 Assurance of Non-Collusion

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

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

1.16 Assurance regarding Legal and Ethical Matters

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

- (1) he/she has read and understands all the General Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) The offeror has noted all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this IFB or RFP,
- (4) If this bid is accepted, as a whole or in part, the offering entity will furnish any item(s) awarded to them under this IFB or RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this IFB or RFP,
- (5) the offering entity has, or can obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this bid,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offer's failure to identify and disclose

any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution

- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licenses necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
- (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) if the SFA declares the offering entity in default,
- (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
- (14) Offeror must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

1.17 Bid Acceptance

The period for acceptance of this bid will be ninety (90) calendar days unless a different period is indicated by the offeror.

1.18 Protest Procedure

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

1.19 Questions Regarding Request for Bid

Questions or requests for additional information concerning this bid or the specifications should be addressed to the party responsible listed in the bid documents.

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating based on race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

1.20 Projected RFP timetable

The WS/FCS Child Nutrition Department reserves the right to adjust this timetable as required during the course of the RFP process.

August 26	RFP Published
September 4	Deadline for Vendor Questions
September 5	Questions responded to by group email
September 23	Response to RFP due by 2:00 pm
October 31	Award Notification Sent

Evaluation Criteria

The proposals will be scored using the following criteria:

Cafeteria Safety Shoes

SCORE CARD

RFP #: _____

Company Name: _____

Evaluation Criteria	Maximum Allowable Score	Evaluator's Score
A. Product Selection and Pricing	40	
B. Previous Vendor Experience with WS/FCS	25	
C. Proximity of Vendor to Serviced Locations	10	
D. Vendor documentation provided in bid packet that indicates the vendor can adequately service the volume required	15	
E. Warranty and product life span	10	
Total	100	

Proposer References

Proposers must include in their RFPs a list of two organizations, including points of contact (name, address, fax number, e-mail address and telephone number), which can be used as references for work performed in the area of service required. The organizations should be similar in size and nature to WS/FCS Child Nutrition. A brief description of the services provided shall accompany each reference. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be used in scoring the written proposals. (See attachment B)

Methodology

The vendor shall describe in detail the methodology and procedures that will be used to meet the requirements of

the RFP. This should include planning, coordination, problem solving, and technical assistance support.

Technical Requirements:

Documentation of Safety Shoe Performance

Provide independent laboratory evaluations of your product indicating slip resistance ratings.

Order and Delivery Procedures and Shipping Costs:

Provide overview of process and clarify costs.

Warranty and Refund Policies

Explain warranty against product defects and describe process for customer returns, credits and refunds.

Product Categories & Pricing

Provide detailed information on your line of slip resistant shoes and their cost to our employees.

Award and Final Offers

If awarded, the intent of WS/FCS is to award to the highest scoring responsive and responsible proposer. The right is reserved by WS/FCS to reject any or all proposals.

Notification of Intent to Award:

As a courtesy, the district may send a notification of award memo to responding vendors at the time of the award.

I certify that I have read the guidance, reviewed the potential contractor's proposal, and completed the checklist for this proposal.

Evaluator's Signature

Date

By signing below, I verify that all information listed above is correct to the best of my knowledge and that I have read and understand the scope of work outlined in this document and agree to adhere to all specifications.

Signature

Date

If you do not wish to submit a bid, please check the box below, sign and return document to our office.

After review of this RFP, I and/or my company do not wish to submit a bid for these services.

ATTACHMENT 1

RETURN THIS DOCUMENT IN SEALED BID PACKET

Historically Underutilized Business (HUB) Certification

Companies submitting bids that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Request for Bid.

_____ I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form.

(Required documentation for recognition as a HUB).

- Minority
- Small Business
- Woman Owned

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

Company Name (Please Print)

Authorized Representative Date

Signature of

ATTACHMENT 2

RETURN THIS DOCUMENT IN SEALED BID PACKET

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND
COOPERATIVE AGREEMENTS
Lobbying**

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

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

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

Company Name (Please Print)

of Authorized Representative

Date

Signature

ATTACHMENT 3

RETURN THIS DOCUMENT IN SEALED BID PACKET

Winston Salem/Forsyth County Schools

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- Primary Covered Transactions

-
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Name (Please Print) Company

Signature of Authorized Representative Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (2/89)

ATTACHMENT 4

RETURN THIS DOCUMENT IN SEALED BID PACKET

Winston Salem/Forsyth County Schools

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

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

Personnel. Winston Salem/Forsyth County Schools reserves the right to prohibit any individual employee of Vendor from providing services on Winston Salem/Forsyth County Schools property or at Winston Salem/Forsyth County Schools events if Winston Salem/Forsyth County Schools determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Name (Please Print) Company

Authorized Representative Date Signature of

