# Child Nutrition Services

810 Gillespie Street
Fayetteville, North Carolina 28306
Tel: (910) 678-2502
Fax: (910) 678-2542

# REQUEST FOR PROPOSAL

## FOR

## Professional Uniform Service Contract
## To Provide Uniforms for Cafeteria Employees
## For Cumberland County Schools
## Non Profit Child Nutrition Program

**Issued on:** April 10, 2026

**Due Date:** May 5, 2026, 11:00 a.m.

**Administered by:** Beth Maynard, CNS Executive Director

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# REQUEST FOR PROPOSAL

Bids will be received by the Cumberland County Schools' Child Nutrition Services, hereby referred to as the SFA, until May 5 2026, 11:00 a.m., at the Child Nutrition Services Office for the following:

**Professional Uniform Service Contract**
**To Provide Uniforms for Cafeteria Employees**
**For Cumberland County Schools**
**Non Profit Child Nutrition Program**

The SFA plans to contract to provide uniforms for purchase for cafeteria employees throughout Cumberland County Schools. All bids submitted must meet or exceed the specifications as outlined in the REQUEST FOR PROPOSAL.

Bids shall be mailed or delivered to the following no later than the date and time noted above:

Beth Maynard, Executive Director
Child Nutrition Services
CCS Operations Center
810 Gillespie Street
Fayetteville, NC 28306
Phone: (910) 678-2502

All bids are confidential and will not become public knowledge until awarded. Child Nutrition Services reserves the right to award and/or reject any and/or all bids and waive any technicalities or irregularities. This contract will not be awarded on the basis of cost, but a point system. The contract for this service will be awarded to a responsible vendor who best meets the needs of the SFA based on services, ease of process for placing initial orders, services available, distribution of product to employees, product quality, colors and styles, past performance of similar contracts, cost of product and continuous availability. The SFA reserves the right to determine contractor on the basis of an individual item, group of items, or any way determined to be in the best interest of the SFA.

With this solicitation, the SFA intends to award one contract and does not anticipate multiple awards. Regardless, the SFA reserves the right to make multiple or partial awards.

# REQUEST FOR PROPOSAL

**Professional Uniform Service Contract**
**To Provide Uniforms for Cafeteria Employees**
**For Cumberland County Schools**
**Non Profit Child Nutrition Program**

## GENERAL INFORMATION

### Intent

This Request for Proposal (RFP) is for the purpose of obtaining proposals and ultimately entering into a contract for supplying professional uniforms for purchase for cafeteria employees of Cumberland County School's nonprofit Child Nutrition Program, hereinafter referred to as the School Food Authority (SFA). The initial contract term will be from July 1, 2026 through June 30, 2027.

The contract will be between the offeror and the SFA. The offeror shall provide assurances that all operations addressed in the RFP will be conducted in a manner that is consistent with the goals of the SFA's Child Nutrition Program.

### Requests for Clarification

The SFA will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must be submitted in writing. The deadline for clarification requests is April 20, 2026. These written questions or requests must be submitted to Michelle Lovick, Supervisor (mlovick@ccs.k12.nc.us). Any questions the SFA feels are pertinent to all interested bidders will be posted on the CCS website, www.cn.ccs.k12.nc.us, as addenda to the RFP. Any information given verbally by any CCS employee shall not be considered binding. In no event may a contractor rely on any oral statement or communication by the CCS or its' agents, advisors or consultants.

### Procurement Method

A competitive proposal process will be used to procure services from the offeror. All procurement transactions shall be conducted in a manner that provides maximum free and open competition consistent with Federal regulations as defined in 7 CFR 3016.

### Proposal Submission

All submissions of written proposal must include the following fully executed CNS forms:

- Proposal Certification Form
- Responses with descriptions of services related to the evaluation criteria
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- Certification Regarding Lobbying
- HUB Statement
- Deviations (see attachment)

Also include:

- Names, addresses, and telephone numbers of a minimum of five (5) clients for whom the offeror has provided similar services. The SFA may check references listed by the offeror.
- Identify the location from which the offeror anticipates servicing this contract.

Sealed proposals will be received until the deadline indicated. Each proposal must be submitted in a **SEALED** opaque envelope (or other non-transparent package or container).

Proposals may be submitted by U.S. Mail, common carrier, or other courier or delivery service, or by hand delivery. If forwarded by mail or courier or delivery service, the **sealed** proposal envelope, indicated above should be enclosed in **another envelope** addressed as specified below. The SFA will not be responsible for proposals or related correspondence that are not delivered by the deadline, delivered to the wrong address or misplaced. The date/time record of the SFA will indicate the official time of receipt.

Proposals received after the deadline will not be accepted for consideration, and will be returned to the offeror unopened. Proposals received in an unsealed condition will not be considered. **Faxed proposals or related communication will not be accepted.**

A representative of the offeror who is authorized to enter into contracts on behalf of the offering entity must sign the proposal. The person signing the proposal must indicate his/her title along with signature. Proposals received without proper signature will not be considered.

Offerors must **return all properly signed original documents in the required** format as described **in the proposal response.** Offerors should retain photocopies for their files. Any change made to any written response on any of the proposal documents must be made by marking through the original entry and entering the new information alongside the change. Changes should not be made with correction fluid. All changes must be "initialed" by the person making the change, and the name of the person who initialed the change must be noted in a footnote on the same page containing the correction. **Failure to return any document or information requested as part of the proposal response will result in rejection of the entire bid.**

Offerors or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements and specifications of this RFP before submitting proposals. Failure to do so will be at the offeror's own risk. The law makes no allowance for errors or omission or commission on the part of the offeror; furthermore, the offeror cannot secure relief on the plea of error or ignorance concerning any requirement included in the RFP.

Failure to do so will be at the offeror's own risk. The law makes no allowance for errors or omission or commission on the part of the offeror; furthermore, the offeror cannot secure relief on the plea of error or ignorance concerning any requirement included in the RFP.

Offerors are welcome to attend the proposal opening at the date and time indicated in the Proposal Certification, but offeror presence is not required, and no weight or other consideration toward any award decision will be given to any offeror's attendance or absence at the proposal opening. A summary report of the proposals received will be available to any interested party after the Contract is awarded upon WRITTEN request. The form and content of the proposal summary will be at the sole discretion of the SFA.

**Pricing**

Vendor shall provide pricing offer on the Proposal Certification form. Prices shall be per unit of delivered service to each end-user (employee) and shall include any other charges incurred. Prices/rates should remain fixed through the duration of the contract. Prices shall not include state sales tax or Federal Excise tax.

**Quantities**

Quantities of individual items cannot be pre-determined. We anticipate approximately 425 employees purchasing uniform pieces at their discretion at the beginning of the school year, between July 1, 2026 through June 30, 2027. Additional employees will purchase throughout the year, as hired or need additional uniform pieces.

**Orders**

Each employee will be allotted an allowance for $125.00 to purchase their choice of the attached items. The $125.00 will need to be invoiced to the SFA office. Any amount after this will be at the individual employee's expense.

Cafeteria employees need to have access to try-on/place their individual orders and have the availability to pick up or have the product delivered directly to them. The bulk of the orders will be placed at the beginning of the school year, but will continue throughout the duration of the contract.

**Delivery/Return Standards**

Deliveries should be made directly to the employee (i.e., pick up locally or directly shipped to the employee). Items should be free from defects/damage when delivered. Deliveries should be made within 4-6 weeks of individual order placement.

All delivery cost are to be included in the per item bid price.

The vendor must bear the cost if items are required to be returned at no fault of the employee. Employee must be able to return or exchange at no cost to the employee or SFA.

No salesmen will call on or telephone the schools.

## Uniform Specifications

The uniform descriptions 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 model number references. All sizes must be available (XS – 5XL).

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

### Uniform Descriptions:

**Tops** (all schools wear Wine, Royal Blue and Black)

*T1. Snap Front V-Neck Top –*
- Snap Front V-neck Top. This short sleeve, snap front top has 2 patch pockets, Cherokee (CK844A) or equal

*T2. Unisex V-Neck Tunic –*
- A dolman sleeve, V-neck Unisex tunic has a chest pocket w/a pencil slot. Cherokee (4777) or equal

*T3. V-Neck Top –*
- A dolman sleeve, V-neck top w/side seam vents, 2 patch pockets & a cell phone pocket. Cherokee (4700) or equal

*T4. V-Neck Top-*
- V -neck top w/side seam vents, 2 patch pockets & Badge ID Tab. Cherokee (CK953A) or equal

*T5. V-Neck Knit Panel Top –*
- A contemporary fit V-neck top features front patch pockets (the right with an exterior pocket and pen slot, the left with a hidden instrument loop), side vents and stretch rib-knit back panels for movement. Cherokee (WW645) or equal

*T6. Mock Wrap Top –*
- Wrap top features front shoulder yokes, 2 patch pockets, instrument look, logo label w/bungee loop, front & back princess seams & side vents. Cherokee (WW610) or equal

*T7. V-Neck Top –*
- 100% Polyester Mechanical stretch fabric, this double V-neck perfectly tailors a soft-draped style. Its durable, breathable and wrinkle-resistant material makes this modern athletic style the perfect fit. 3 pockets, side vents & bungee ID loop at shoulder. Maevn (5001) or equal

*T8. Mock Wrap Top –*
- 100% Polyester Mechanical stretch fabric, this mock wrap perfectly tailors a soft-draped style. Its durable, breathable and wrinkle-resistant material makes this modern athletic style the perfect fit. 3 pockets, side vents & bungee ID loop at shoulder. Maevn (5002) or equal

*T9. Dolman Sleeve Tuckable Top –*

- 100% Polyester Mechanical stretch fabric, this dolman sleeve tuckable top features a modern style & fit. 3 pockets, side vents, & a bungee ID loop at the shoulder. Maevn (5003) or equal

*T10. Round Neck Tuckable Top –*

- 100% Polyester Mechanical stretch fabric, this round neck tuckable top features a modern style & fit. 3 pockets, side vents, & a bungee ID loop at the shoulder. Maevn (5005) or equal

*T11. Men's V-Neck Top—*

- 100% Polyester Mechanical stretch fabric, 2 patch pockets & pen slot, 1 chest pocket & pen slot, utility loop. Maevn (5802) or equal

*T12. Men's V-Neck Top—*

- 100% Polyester Mechanical stretch fabric, 1 chest pocket, bungee ID loop at the shoulder. Maevn (5801) or equal

**Pants** (all schools wear black)

*P1. Unisex Drawstring Cargo Pant –*

- A casual Unisex pant features a natural rise & an adjustable webbed drawstring at the waist, one back pocket, & a cargo pocket w/an inside cell phone pocket. Cherokee (4100) or equal

*P2. Drawstring Cargo Pant –*

- This Modern Classic fit trouser pant has a mid-rise elasticized waist with drawstring. There is a total of four pockets for storage: two front patch pockets and two cargo pockets with reverse hem trim. Decorative tonal topstitching and elasticized hems finish this style. Cherokee (CK272A) or equal

*P3. Natural-Rise Flare Leg Drawstring Pant –*

- Side vents at the bottom of this natural rise, flare leg pant make a fashion statement. An adjustable front drawstring, back elastic waist, slash pockets, & one back patch pocket are also featured. Cherokee (4101) or equal

*P4. Natural-Rise Tapered Pull-On Cargo Pant –*

- This elastic waist utility pant features a natural rise & tapered leg, two cargo pockets, a cell phone pocket & an outside scissor pocket. Cherokee (4200) or equal

*P5. Mid-Rise Pull-On Cargo Pant –*

- A mid-rise, straight leg pant features a soft elastic inside waistband, front patch pockets and an additional small right patch pocket. Also featured are double cargo side pockets w/an instrument loop & a bungee cord w/a clear toggle at the leg hems for adjustability. Cherokee (4005) or equal

*P6. Mid-Rise Straight Leg Pull-On Cargo Pant -*

- This mid-rise pull-on pant has an elasticized waistband and an updated slimmer leg. There are three pockets for storage: two roomy cargo pockets and an additional accessory pocket inside the right cargo pocket. Cargo pockets include reverse hem trim. Decorative tonal topstitching for added detailing. Slim straight leg. Cherokee (CK281A) or equal

*P7. Mid-Rise Straight Leg Pull-On Pant –*

- A mid-rise, straight leg pant w/comfort-fit knit waistband reinforced w/inside elastic for extra support. Front patch pockets, a cargo pocket, logo label w/bungee loop, back pocket, knee seams & side vents. Cherokee (WW110) or equal

*P8. Mid-Rise Tapered Leg Drawstring Pant –*

- A mid-rise, tapered leg pant w/pull-on styling w/an elastic waistband & front drawstring closure. Front slash pockets, a cargo pocket at wearer's right, & 2 back patch pockets. Cherokee (WW105) or equal

*P9. Full Elastic with Drawstring Pull on Pant–*

- 100% polyester 4-way mechanical stretch pant. Modern style & fit, 6 pockets, & side vents. Features a drawstring and elastic waist band. Maevn (5091) or equal

*P10. Yoga Waist Jogger Pant–*

- 100% polyester 4-way mechanical stretch pant. Modern style & fit, 6 pockets, & side vents. Features a yoga waist band and cuffed ankle for jogger style fit. Maevn (5092) or equal

*P11. Full Elastic Waist Flare Leg Pant–*

- 100% polyester 4-way mechanical stretch pant. Full elastic flare leg pant. Modern style & fit, 7 pockets, & side vents. Maevn (5093) or equal

*P12. Full Elastic with Drawstring Flare Leg Pant–*

- 100% polyester 4-way mechanical stretch pant. Full elastic with drawstring, high waist wide-flare leg pant. Modern style & fit, 5 pockets, & side vents. Maevn (5094) or equal

*P13. Men's Full Elastic Jogger Pant—*

- 100% Polyester mechanical stretch, 2 front slant patch pockets, 2 patch cargo pockets with zipper opening, 1 back patch pocket. Maevn (5892) or equal

*P14. Men's Fly Front Cargo Pant—*

- 100% Polyester mechanical stretch, front zipper & button, inner drawstring, 2 front slant pockets, 2 patch cargo pockets with utility pocket, 1 back pocket. (Maevn 5891) or equal

## **Additional** (all schools wear black)

*A1. Snap Front Warm-Up Jacket Women's–*

- Round neck snap front warm-up with two patch pockets, knit cuffs, and a cell phone pocket. Center back length: 27 1/2". Cherokee (4350) or equal

*A2. Zip Front Warm-Up Jacket Women's–*

- Zip front jacket slips on easily over scrubs and loves to be layered. Its odor-fighting PROTX2 technology helps you stay fresh all day, with soft cuffs and collar for a cozy finish. Features patch pockets. Cherokee (CK00013A) or equal

*A3. Snap Front Warm-Up Jacket Men's –*

- Rib color & cuffs, 2 patch pockets, a cellphone pocket, & back yoke. Center back length: 30". Cherokee (WW360) or equal

*A4. Zip Front Warm-Up Jacket Women's–*

- 100% polyester 4-way mechanical stretch jacket. Featuring a modern style & fit, 4 pockets and a bungee ID loop at shoulder. Maevn (5061) or equal

*A5. 30" Knit Waistband Skirt –*

- Comfort-fit rib knit waistband reinforced w/inside elastic, front patch pockets, & a large cargo pocket w/pen stitch. A cellphone pocket & a back vent for easy movement. Cherokee (CK563A) or equal

**Product Substitutions**

Any proposed equal product to those specified by the SFA in the uniform specifications must be pre-approved by the SFA prior to the bid submission. Ability to match Cherokee color is important.

The vendor must provide samples of each proposed equivalent product for the SFA's evaluation.

**Proposal Evaluation**

The evaluation criteria listed below will be used to determine the offeror who will be afforded a final interview:

| | |
|---|---|
| 1. Ease of process for placing initial orders | Maximum Points: 16 |
| 2. Services available | Maximum Points: 16 |
| 3. Distribution of product to employees | Maximum Points: 16 |
| 4. Product quality, styles and colors | Maximum Points: 10 |
| 5. Past performance of similar contracts | Maximum Points: 10 |
| 6. Cost of product | Maximum Points: 17 |
| 7. Continuous availability | Maximum Points: 15 |
| TOTAL | 100 |

Criteria

1. Ease of process for placing initial orders – Describe the process for employees to try-on and place orders and ensure correct sizing/fit

2. Services available - Describe what services are available with contract including: Ability to receive allowance and invoicing options, process for returns/exchanges, dedicated customer service and accounts payable contact and special order for unique sizes

3. Distribution of product to employees – Describe how you propose distribution of products to employees

4. Product quality, styles and colors – SFA will evaluate proposed products in comparison to other proposed products

5. Past performance of similar contracts – References provided will be used to evaluate past performance on similar contracts

6. Cost of product

7. Continuous availability - Describe the process for staff to be able to make purchases throughout the school year

## Interview

After reviewing the submission of written proposals, two to three vendors will be selected and invited to interview, based on their proposal submissions. No meetings with vendors will be accepted prior to the selection for interviews.

- Why and how are you qualified to handle CNS as a client? Describe what sets your business apart from your competitors.
- Describe the means in which you will provide product accessibility to cafeteria employees.
- Describe your business's successes and obstacles in filling similar orders.
- Describe the methodology used to fill an order for a cafeteria employee.
- Discuss the average response time on completing an order placed by a cafeteria employee. Also provide hours of operation during which employees can place and pick up orders.
- Identify the processes or procedures available for invoicing, including summaries or reports available.
- Indicate whether you will be able to provide the SFA with customized billing to accommodate the following: invoice broken out by employee.

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

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

## Conflict of Interest

All offeror must disclose in writing with their proposal the name of any employee of CCS who owns, directly or indirectly, an interest of five percent (5%) or more in the offeror's firm or any of its branches or subsidiaries. By submitting a Proposal, the offeror certifies that there is no relationship between the offeror and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

## USDA Non-Discrimination Statement:

In accordance with federal civil rights law and USDA civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. **Mail**: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410;
2. **Fax**: (202) 690-7442; or
3. **Email**: program.intake@usda.gov.

*USDA is an equal opportunity provider, employer, and lender.*

**REQUEST FOR BIDS**

**FOR THE CUMBERLAND COUNTY BOARD OF EDUCATION**
**NONPROFIT CHILD NUTRITION PROGRAM**

**STANDARD TERMS AND CONDITIONS**

## A. Scope and Purpose

It is the intent of the SFA to contract with an interested party or parties to provide all labor, materials, and equipment necessary to provide uniform clothing for the Cumberland County School's nonprofit Child Nutrition Program.

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

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

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

a) this Standard Terms and Conditions document, including any attachments and or amendments thereto,
b) the Item Specifications included in the RFB and any subsequent addenda thereto,
c) the contractor's signed Proposal Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the contractor's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFB,
d) the contractor's response to the RFB,
e) the contractor's Notice of Award document, and
f) any additional terms, conditions, or instructions issued by the SFA.

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

## B. Contract Time Period

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

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

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

## C. Addenda

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

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

## D. Product 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 model number references.

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

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

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## E. Pricing

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

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in

the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire bid.

“Discount from Catalog” RFBs requires a single discount percentage to be applied to all items in the offeror’s published catalog, which must be supplied with the bid response.

“Cost Plus” bids will not be accepted unless otherwise requested in this RFB.

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

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

## F. Delivery and Transportation

Unless otherwise noted in the Request for Bids/Proposals or the Purchase Order, or unless prior approval has been obtained from the SFA, all services shall be performed between the hours of 7:30 A.M. and 2 P.M. Monday through Friday, except holidays.

Repeated failure to comply with the service schedule will constitute a breach of Contract by the vendor, and may result in the initiation of actions covered in this Standard Terms and Conditions document entitled “Remedies for Non-Performance of Contract”, and “Contract Termination” and the associated financial impacts attached thereto, as well as jeopardize any future business from the SFA.

## G. Warranties

By submission of a proposal, the contractor warrants that he/she authorizes that all services proposed conform to the specifications for which they are being offered, and that all services supplied under any contract related to this RFB will be free from all defects in material, workmanship, and title.

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

## H. Insurance 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 at all times comply with the

terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract. Contractor shall submit prior to award of contract Certificates of Insurance for their Worker's Compensation and General Liability Insurance which outlines comprehensive, liability, and bodily injury coverage for each accident and person.

*The Cumberland County Board of Education must be endorsed as an Additional Insured on the commercial general liability policy.*

**Insurance Coverage:** During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

| | | |
|---|---|---|
| A. | Workman's Compensation | Statutory |
| | Employers Liability | $500,000 |
| B. | General Liability (per person/per occurrence): | |
| | 1. Bodily and Personal Liability | $1,000,000/$2,000,000 |
| | 2. Property Damage | $1,000,000/$2,000,000 Aggregate |
| C. | Automobile Liability (per person/per occurrence) | |
| | 1. Bodily Injury | $1,000,000 |
| | 2. Property Damage: | $1,000,000 Aggregate |

Certificates of Insurance shall be filed with the Owner. During the term of the contract, the Contractor shall provide updated records whenever any of these coverages become outdated.

*The certificate holder shall be named Attn: Child Nutrition Services, The Cumberland County Board of Education, P.O. Box 2357, Fayetteville, 28302.*

## I. General Indemnity

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the SFA and the affiliated local education agency (including the Superintendent, the Board of Education, as well as its officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Contractor (including its officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

## J. Proposal Evaluation and Award

The SFA reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products

offered, and may accept or reject any proposals in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the SFA to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by the SFA. In evaluating the proposals received and determining the best value for the SFA, the SFA may consider any combination of the following criteria: (1) the purchase price; (2) the extent to which the goods and/or services meet the needs of the SFA; (3) the vendor's level of prior experience and reputation performing the specified services; (4) the vendor's past performance with the SFA; (5) the warranties offered and the vendor's warranty service history; (6) the vendor's location, service, and delivery capabilities; (7) the probability of continuous availability of the goods and/or services offered; (8) the impact on the ability of the SFA to comply with any applicable laws or rules; (9) the total long-term cost to the SFA to acquire the vendor's goods and/or services; (10) packaging or the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (11) any other relevant factor that a public or private entity could consider in selecting a vendor.

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

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

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

## K. Regulatory Compliance

1. The contractor 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 contractor 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 contractor 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 contractor 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 contractor 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 contractor shall comply with the provisions of the Consumer Product Safety Act.

7. The contractor shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and the *Certification for Contracts, Grants, Loans, and Cooperative Agreement regarding Lobbying Form* and shall include these documents as part of the Agreement. (See Attachments)

8. The contractor shall comply with the Iran Divestment Act and Divestment from Companies Boycotting Israel. No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.

9. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes to verify the work authorization of each employee, including the use of the e-Verify.gov. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

10. The contractor, its subcontractors and suppliers, shall abide by all applicable State and Federal laws, policies of the State Board of Education, and policies of the Cumberland County Board of Education when providing services under this Contract.

## L. Withdrawal or Modification of Proposal

Subject to the restrictions discussed below, the SFA will consider a WRITTEN request from any contractor that the proposal be allowed to be withdrawn, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR PROPOSAL SUBMISSION as stated in the Proposal Certification included with this RFB. A representative of the offering entity who is authorized to enter into contracts on behalf of the offering entity must manually sign any request for the withdrawal of any bid in ink, and the person signing the request must indicate his/her title along with his/her signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the Proposal Certification. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the SFA regarding the identity of the proposal or the identity of the offer relation to any request for the withdrawal of any proposal, the SFA will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by the SFA will require the completion and signature of a written receipt by the contractor's representative satisfactory to the SFA before the proposal will be released. The decision of the SFA in relation to any matters concerning proposal withdrawal will be final.

If a contractor requests to withdraw a proposal and the SFA allows the withdrawal of the proposal, the contractor may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the Proposal Certification included with this RFB, provided any new submission meets all the qualifications of proposal submission included in these Standard Terms and Conditions.

If a contractor resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the offering entity must initial all alterations made to any proposal document.

All proposals in possession of the SFA at the time bids are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the Proposal Certification included with this RFB.

## M. 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 Standard Terms and Conditions document entitled “Remedies for Non-Performance of Contract, and Contract Termination” and the associated financial impacts attached thereto, and may jeopardize any future business from the SFA.

## N. Deviations from Item Specification or Standard Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these Standard 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 contractor at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the contractor’s response will hold the contractor accountable to the SFA to perform in strict accordance with all these Standard Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the contractor 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 and model 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 Standard Terms and Conditions document entitled “Remedies for Non-Performance of Contract, and Contract Termination” and may jeopardize future business from the SFA.

## O. Contract and Purchase Order Requirements

A response to the RFB is an offer to contract with the SFA based upon the Item Specifications and the Standard Terms and Conditions contained in the RFB. Offers do not become contracts unless and until they are both accepted by the SFA through an Award Notice to the contractor,

and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SFA.

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

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

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

In any case, payment will be made only after services have been satisfactorily completed and equipment is left in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice form the vendor, including the necessary information indicated above.

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

## P. Remedies for Non-Performance of Contract, and Termination of Contract

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

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

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

Except as otherwise provided for within the Standard 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:

a) the vendor's failure to adhere to any of the provisions of the Standard Terms and Conditions of this RFB,
b) the vendor delivering any product(s)/services(s) that fail to meet the Item Specifications included in this RFB relating to the awarded product(s)/service(s)
c) the vendor delivering any substitution(s) of product(s)/service(s) different than those originally proposed and awarded without the prior written approval of the SFA,
d) the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
e) the vendor's violation of any other provision contained within these Standard 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/services from other sources, the SFA will invoice the vendor for any increased costs to the SFA, and the vendor agrees, by submission of a proposal 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 contractor 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 Standard Terms and Conditions are of the essence.

**Q. Force Majeure Consideration**

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

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of

the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

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

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

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

**R. Termination Without Cause**

The SFA and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days before termination date.

**S. Records Retention Requirements**

By signing this proposal, the contractor understands that the SFA, 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. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The provisions herein are not intended to limit access to records under other relevant N.C. and Federal regulations, such as North Carolina Public Records Law.

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

**T. Venue**

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

**U. Waiver**

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

**V. Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform he 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.

**W. Extension Clause**

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

**X. Proposal Acceptance**

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

**Y. Protest Procedure**

Protests of awards exceeding $10,000 in value must be submitted to the issuing Agency at the address given on Page 1 of this document. Protests must be received in this office within 10 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

**Z. 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 The Cumberland County Board of Education property or at The Cumberland County Board of Education events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any

employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. The Cumberland County Board of Education reserves the right to prohibit any individual employee of Vendor from providing services on The Cumberland County Board of Education property or at The Cumberland County Board of Education events if The Cumberland County Board of Education determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

**Lunsford Act.** Contractor acknowledges that N.C.G.S. 14-208.18 prohibits anyone required to register as a sex offender from knowingly being present upon the premises of any school, and Contractor shall ensure that neither Contractor, its subcontractors, nor its suppliers shall allow any person registered as a sex offender to come on or about the premises of any subject school in any manner or for any reason related to the Work or the Contract.

**Sex Offender Registries; Ban on Direct Interaction with Children.** Contractor shall conduct annual checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees or contracted personnel whose work requires or may result in direct interaction with students, including but not limited to any employee or contracted worker whose job duties include: (1) delivering services directly to students; or (2) performing tasks on or delivering products to school property. No employee or contracted personnel of Contractor registered with the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, or the National Sex Offender Registry may have direct interaction with children. See Board Policy 5022, "Registered Sex Offenders."

## AA. No Obligation by Federal Government

All parties to this contract/agreement acknowledge that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the on-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## AB. Program Fraud and False or Fraudulent Statements or Related Acts

The vendor/contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor/Contractor's actions pertaining to this contract.

**CUMBERLAND COUNTY SCHOOLS**
**NONPROFIT CHILD NUTRITION PROGRAM**

**Proposal Certification**

Bid Name: ***Professional Uniform Service Contract***

Contract Term: ***July 01, 2026 thru June 30, 2027***

Bid Opening Date and Time: ***May 5, 2026, 11:00 a.m.***

Location of Bid Opening: ***Operations Center, 810 Gillespie St., Fayetteville, NC 28306***

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**Assurances regarding Legal and Ethical Matters**

By signing this proposal, the offeror assures that:

(1) he/she has read and understands all the terms and conditions in this document and agrees to be bound by them, and is authorized to submit proposals on behalf of the offering entity,

(2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her proposal response,

(3) the proposal submitted conforms with all item specification, terms and conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,

(4) if this proposal is accepted, in whole or in part, the offering entity will furnish any item(s) and/or services awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,

(5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal,

(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 proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal, 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 proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, 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 proposal any such matters which do exist is a material breach of contract which would void the

submitted proposal or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution

(8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,

(9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,

(10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,

(11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,

(12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,

(13) he/she understands that by signing the proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,

(14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

**Non-collusion Statement**

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder, and that the contents of this proposal as to prices, terms or conditions of said proposals have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Proposed UNIT PRICING based on the specifications and terms and conditions:

| **Uniform Description** | **Brand Name** (Cherokee and/or Maevn) | **Brand Number** | **Bid Price** (include all sizes) |
|---|---|---|---|
| **Tops** (wine, royal blue & black) | *** | *** | *** |
| T1. Snap Front V-Neck Top | | | |
| T2. Unisex V-Neck Tunic | | | |
| T3. V-Neck Top | | | |
| T4. V-Neck Top | | | |
| T5. V-Neck Knit Panel Top | | | |
| T6. Mock Wrap Top | | | |
| T7. V-Neck Top | | | |
| T8. Mock Wrap Top | | | |
| T9. Dolman Sleeve Tuckable Top | | | |
| T10. Round Neck Tuckable Top | | | |
| T11. Men's V-Neck Top | | | |
| T12. Men's V-Neck Top | | | |
| **Pants** (black only) | *** | *** | *** |
| P1. Unisex Drawstring Cargo Pant | | | |
| P2. Drawstring Cargo Pant | | | |
| P3. Natural-Rise Flare Leg Drawstring Pant | | | |
| P4. Natural-Rise Tapered Pull-On Cargo Pant | | | |
| P5. Mid-Rise Pull-On Cargo Pant | | | |
| P6. Mid-Rise Straight Leg Pull-On Cargo Pant | | | |
| P7. Mid-Rise Straight Leg Pull-On Pant | | | |
| P8. Mid-Rise Tapered Leg Drawstring Pant | | | |
| P9. Full Elastic with Drawstring Pull on Pant | | | |
| P10. Yoga Waist Jogger Pant | | | |
| P11. Full Elastic Waist Flare Leg Pant | | | |
| P12. Full Elastic with Drawstring Flare Leg Pant | | | |
| P13. Men's Full Elastic Jogger Pant | | | |
| P14. Men's Fly Front Cargo Pant | | | |
| **Additional** (black only) | *** | *** | *** |
| A1. Snap Front Warm-Up Jacket Women's | | | |
| A2. Zip Front Warm-Up Jacket Women's | | | |
| A3. Snap Front Warm-Up Jacket Men's | | | |
| A4. Zip Front Warm-Up Jacket Women's | | | |
| A5. 30" Knit Waistband Skirt | | | |

"USDA is an equal opportunity provider and employer."

Signing the Proposal Certification affirms that the original Request to Proposals has not been altered in any way and that the bidder agrees to all terms and conditions stated in this contract.

| | |
|---|---|
| Company Name | Signature of Authorized Representative |
| Address | Printed Name of Authorized Representative |
| City, State, Zip | Position or Title of Authorized Representative |
| Telephone Number | E-Mail address |

**Proposal Acceptance:**
The period for acceptance of this proposal will be thirty (30) calendar days unless a different period is indicated by the offeror.

Cumberland County Schools
Child Nutrition Services

Signature of CCS Representative

Printed Name of CCS Representative

Position or Title of CCS Representative




**RETURN THIS DOCUMENT IN SEALED BID PACKET**

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions**

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(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.

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Company Name (Please Print)

---

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 on the reverse side 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 into. 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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," 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 which this proposal 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 it 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 Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 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.

## CERTIFICATION REGARDING LOBBYING

### Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

_____

FNS Grant/Cooperative Agreement

_____

Name/Address of Organization

_____

Name/Title of Submitting Official

_____ /_____

Signature Date

## HUB Statement

The Cumberland County Schools Child Nutrition Services Department is committed to the State of North Carolina's Historically Underutilized Business (HUB) Program. Through the Office for Historically Underutilized Businesses, the Department strives to reduce barriers to HUB/MWBE participation in contracts for goods and services acquired. The Office for Historically Underutilized Businesses certifies firms under N.C. General Statues 143-48, 143.128.2, and 143.128.4.

It is the policy of Child Nutrition Services to ensure non-discrimination on the basis of race, color, national origin, or gender, and support total inclusion in the award of any contract. It is the intent of Child Nutrition Services to create an equitable environment in which businesses can compete fairly for contracts financed with state funds. Child Nutrition Services shall take all reasonable and necessary steps to ensure non-discrimination in the administration of functions administered through the HUB Program.

Bidding companies 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 Bid Invitation.

___ I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB). (Indicate below the type.)

[ ] Minority [ ] Small Business [ ] Woman Owned

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

_____

Company Name (Please Print)

_____

Signature of Authorized Representative

The United States Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited basis will apply to all programs and/or employment activities).

If you wish to file a Civil Rights complaint of discrimination, complete the USDA Program Discrimination Complain Form, found online athttp://www.ascr.usda.gov/complaint_filing_cust.html , or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, by fax(202) 690-7442 or email at program.intake@usda.gov . Individuals who are deaf, hard of hearing 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.

Cumberland County Schools

Child Nutrition Services

Deviations/Compliance Form

If the undersigned offeror intends to deviate from the Standard Terms and Conditions or Items Specifications listed in this request for bid, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The SFA will consider any deviations in its proposal award decisions, and the SFA reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the offeror assures the SFA of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Request for Proposal.

___ No Deviations

___ Deviations as listed

List any deviations your company is submitting below:

| |
|---|
| |
| |
| |
| |
| |
| |
| |
| |

_____

Company Name (Please Print)

_____

Signature of Authorized Representative