

BRUNSWICK COUNTY SCHOOLS

CHILD NUTRITION

199 Sessions Dr, Bolivia NC 28422

Phone (910) 782-5036

August 23, 2024

REQUEST FOR PROPOSAL

BID NUMBER:	153.VAR.25.CN.3
--------------------	------------------------

TO BE RETURNED BY:	September 5, 2024 1:00pm
---------------------------	---------------------------------

Child Nutrition Software

Offeror:	Brunswick County Schools Child Nutrition
Attention:	Megan Grissett
Address:	199 Sessions Dr. Bolivia, NC 28422

Refer Inquiries To:	Imer Smith, Child Nutrition Director
Telephone Number:	910.782.5091
E-Mail Address:	ismith@bcswan.net

=====

NOTICE TO OFFEROR

Sealed Proposals, subject to the conditions made a part hereof, will be received at this office until, but not later than **1:00 PM**, on the date referenced above, for furnishing the supplies, materials and/or services, as described herein. Refer to Instructions for Response, Item 10 for proper mailing instructions.

Proposals and/or addenda submitted via E-Mail or facsimile (FAX) machine in response to this Request for Proposal **will not be** acceptable. Proposals may be subject to rejection unless submitted on this form.

=====

EXECUTION

In compliance with this Request for proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. **Failure to execute/sign bid prior to submittal may render bid invalid. Late bids will not be accepted.**

OFFEROR:	FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for 45 days from date of opening unless otherwise stated here: <u> 90 </u> days (See Instructions for Bids, Item 6)
Prompt Payment Discount: <u> </u> % <u> </u> days (See Instructions for Bids, Item 7)

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by Brunswick County Schools, an authorized representative of the School System shall affix their signature hereto and this document and the provisions of the Instructions for Bids, the special terms and the conditions specific to this Request for Bid, the specifications, and the Brunswick County Schools General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful offeror(s).

FOR BRUNSWICK COUNTY SCHOOLS USE ONLY

Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification, by _____ (Authorized representative of Brunswick County Schools) Director of Administration & Safety

INSTRUCTIONS FOR BIDS

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:**
 All bids are subject to the provisions of the Instructions for Bids, special terms and conditions specific to this Request for Bids, the specifications, and the Brunswick County Schools General Contract Terms and Conditions.

 Brunswick County Schools object to and will not evaluate or consider any additional terms and conditions submitted with a bid response. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**

 By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
OFFEROR: Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Bids.

TERM CONTRACT: A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
4. **EXECUTION:** Failure to sign under EXECUTION section may render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Brunswick County Schools General Contract Terms and Conditions, and (4) Instructions for Bids.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for a minimum of 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **MAILING INSTRUCTIONS:**
 In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.
 - It is desirable that all responses are printed double sided:
 - Submit one (1) signed, original executed proposal responses, along with 2 photocopies and 1 electronic copy (emails not accepted) of your proposal simultaneously to the address identified below.
 - ***Clearly mark each sealed package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table below. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.***

Brunswick County Schools Operations Division Bid Box Attention: Megan Grissett 199 Sessions Dr. Bolivia, NC 28422	Request For Proposal # 153.VAR.25.CN.3
	Contract Type: Open Market
	Commodity: Software
	Using Agency Name: Brunswick County Schools
Refer <u>ALL</u> Inquiries to: Imer Smith	
E-Mail ismith@bcswan.net	

9. **RFP SCHEDULE:**
 The table below shows the *intended* schedule for this RFP. Brunswick County Schools will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	BCS	August 22, 2024
Attend Non Mandatory Pre-Proposal Meeting	Vendor	N/A
Questions submitted to ismith@bcswan.net (Reference RFP # in subject line)	Vendor/BCS	August 28, 2024
Provide Response to Questions	BCS	August 29, 2024
Submit Proposals	Vendor	September 5, 2024 1:00PM

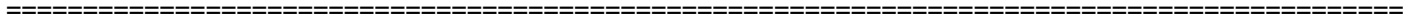
10. **PROPOSAL QUESTIONS**

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. Brunswick County Schools will not respond to questions via telephone or telephone message(s). Written questions shall be emailed to at date and time specified above. Vendors should enter "RFP # 153.VAR.25.CN.3 Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, Brunswick County Schools' response, and any additional terms deemed necessary by Brunswick County Schools will be posted in the form of an addendum to the Brunswick County Schools Operations website <https://www.bcswan.net/site/Default.aspx?PageID=2411>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Brunswick County Schools personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. **Vendors shall rely only on written material contained in an Addendum to this RFP.**

11. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each offeror must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
12. **RECYCLING AND SOURCE REDUCTION:** It is the policy of Brunswick County Schools to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
- We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
- Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
13. **ACCEPTANCE AND REJECTION:** Brunswick County Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the offeror, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
14. **REFERENCES:** Brunswick County Schools reserves the right to require a list of users of the exact item offered. Brunswick County Schools may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
15. **TAXES:**
- FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
- OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
16. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to Brunswick County Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Brunswick County Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Brunswick County Schools or the offeror, Brunswick County Schools reserves the right to accept any item or group of items on a multi-item bid.



In addition, on TERM CONTRACTS, Brunswick County Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Brunswick County Schools to be pertinent or peculiar to the purchase in question.

- 17. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Brunswick County Schools invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
- 18. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Brunswick County Schools will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
- 19. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become School property. Each individual sample must be labeled with the offeror's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
- 20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
- 21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
- 22. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.



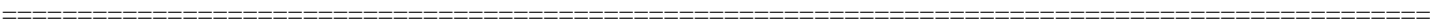
REQUIREMENTS

USER: Brunswick County Schools

TRANSPORTATION CHARGES: FOB Destination.

OPTIONAL INSTALLATION REQUIREMENTS (if applicable): Awarded Vendor shall be responsible for installing, inspecting, and leaving the equipment ready for use, and removing all empty shipping cartons from school property. Optional Installation Charges shall be listed as a separate item.

DELIVERY: Delivery is required within thirty (30) days after receipt of order. State here whether this requirement can be met: yes/no _____. If this requirement cannot be met, delivery will be made from _____ (City & State) within ____ consecutive days after receipt of order. Brunswick County Schools reserves the right to evaluate delivery offered as a factor in determining the award of the proposed contract.



SCOPE OF WORK:

Brunswick County Schools seeks proposals to upgrade our software.

- 20 School sites
- 1 off site feeding
- 56 (terminals) Point of Service
- 20 Inventories (schools + central warehouse)
- 20 Production records

Complete attachment A for requested software features.

FORMAT.

The response, at a minimum, shall include the following information labeled as indicated:

- A. **Respondent’s Profile and Submittal Letter – (10 points max)**
RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business. A brief profile of the firm, including:
 - 1. Business History (Limited to one page)
 - 2. Organizational Chart
 - 3. Documentation from the appropriate state’s agency confirming firm’s legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-North Carolina businesses submit documentation from the state in which the business was formed and documentation from the State of North Carolina providing authorization to perform business in the state of North Carolina.
 - 4. Federal Identification Number of firm.
 - 5. Ownership interests
 - 6. Current Client List
 - 7. Active business venues (counties, states, etc.)
 - 8. Present status and projected direction of business
- B. **Features available (30 points max)**
This will be based on Attachment A responses
- C. **Project Management, Approach, Methodology and Timelines (10 points max)**
Describe the approach and methods for managing the operation as well as the completion of this project. Describe the Firm’s understanding of the District’s needs and the objectives to be accomplished. Refer to the Scope of Services of this Request for Proposal. Describe the Scope of Services proposed for the project, including the firm’s overall approach to address the tasks assigned. Suggested deviations from the tasks or schedule may be proposed but shall be clearly identified as such and explained. The work plan shall include a sample Project Schedule, with a projected timetable for completion of services.
- D. **Experience of Key Personnel – (15 points max)**
Provide a list of staff who will be assigned to the District’s account. Include a resume for each listed individual, with a description of their qualifications and nature of their previous assignments.
- E. **References – (15 points max)**
Provide a minimum of three (3) recent and relevant reference letters from Respondent’s clients where the proposed services have been used within the past three (3) years. Reference letters should include general description of work performed. The degree of relevant experience exhibited in the letters from the clients as it relates to North Carolina School Districts and/or political subdivisions will be a primary factor.
- F. **Fee Structure (15 points max)**
 - 1. Include a proposed fixed fee for services based on the submitted sample work plan and proposal. (If rates are based on FEMA, please provide substantiating documents. List the hourly rates and the title of the professional that could be associated with the requested services.
 - 2. Provide estimates of other costs or charges, exclusive of fixed fee. If no additional costs are specifically detailed, the District will consider the basic fees as the only proposed and contractual fee schedule.
- G. **Other Services – (5 points max)**
Services relevant to this contract that are in addition to the duties as outlined in the Scope of Services can be submitted in this section. Include any/all exceptions taken to the content of the Solicitation.

BRUNSWICK COUNTY SCHOOLS (“the District”)
GENERAL CONTRACT TERMS AND CONDITIONS

1. Performance:

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the Brunswick County Schools’ solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of Brunswick County Schools. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants Brunswick County Schools a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to Brunswick County Schools shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. Brunswick County Schools shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by Brunswick County Schools.
- c) Vendor has a limited, non-exclusive license to access and use Brunswick County Schools’ Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to Brunswick County Schools related to all Services performed or other deliverables procured hereunder during the District’s normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) Brunswick County Schools may document and consider in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. Compensation. Provider shall provide School System with invoice(s) itemized by service provided, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within Thirty (30) days of submission of such invoice(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.

3. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days’ notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.

4. Termination by the Owner for Cause At any time, the School System may terminate this Contract with two (2) days prior notice if Provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided. The School System may without prejudice to any other rights or remedies of the School System and after giving the Contractor two (2) days’ written notice, terminate the Contract and may:

1. Exclude the Provider from School System property and take possession of all materials, equipment, or supplies paid for by the School System; and
2. Finish the Work by whatever reasonable method the School System may deem expedient.

If the School System terminates the whole or any part of the Work, the School System may procure, upon such terms

and in such manner as the School System may deem appropriate, supplies or services similar to those so terminated and the Provider shall be liable to the School System for any excess costs for such similar supplies or services. The Provider shall continue the performance of the Contract to the extent not terminated hereunder.

When the School System terminates the Contract, the Provider shall not be entitled to receive further payment until the Work is finished. If the Work was being performed on a lump sum basis and an unpaid balance of the Contract sum exceeds costs of finishing the Work, and other damages incurred by the School System, such excess shall be paid to the Provider. If such costs and damages exceed the unpaid balance, the Provider shall pay the difference to the School System. If the Work was being performed on a time and material basis, the Provider shall only be entitled to payment for Work performed and accepted by the School System prior to the date of termination. Upon written request of the Provider, the School System shall furnish to the Provider a detailed accounting of the costs incurred by the School System in finishing the Work.

5. **INTERPRETATION, CONFLICT OF TERM:**

The definitions in the Instructions to Vendors in the relevant solicitation for this Contract are specifically incorporated herein.

If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.

"Purchasing Agency" herein is as defined in 01 NCAC 05A.0112,

Contracts made in contravention of General Statutes, Chapter 143, Article 3, are void. G.S. 143-58.

In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these GENERAL CONTRACT TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.

In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

1. **Terms and Methods of Payment.** Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within Thirty (30) days of submission of such invoices. Invoices should be sent to vendorinvoice@bcswan.net for review and approval.
- **Contract Funding.** It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
- Insurance.** Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence with \$2,000,000 General Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Provider also agrees to maintain \$1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the general and automobile liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
- Taxes.** Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.

6. **NON-DISCRIMINATION COMPLIANCE:**

Wholly State Funded Contracts.

- a) The Vendor will take affirmative action in complying with all State requirements and laws 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 or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

- b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contracts Partially or Wholly Federally Funded.

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- d) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:
- e) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.
- f) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- g) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- h) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- i) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- j) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
- k) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- l) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- m) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.
- **Monitoring and Auditing.** Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.

- **Confidentiality of Student Information.** Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.
- **Lunsford Act.** Provider also acknowledges that G.S. § 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. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. Provider further agrees that it has an ongoing obligation to provide the School System with the name of any new contractual personnel who may deliver goods or provide services under the Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.
- **GENERAL INDEMNITY:** The Vendor shall hold and save Brunswick County Schools, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the District has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the District's agents who are involved in the delivery or processing of Vendor deliverables or Services to the District. As part of this provision for indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify and hold and save Brunswick County Schools harmless from any claims or losses resulting to the District from the Vendor's noncompliance with such federal requirements or law in this Contract. The representations and warranties in the

preceding two sentences shall survive the termination or expiration of the Contract. Brunswick County Schools does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

- **Relationship of Parties.** Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
 - **Compliance with Applicable Laws.** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
 - **Compliance with Iran Divestment Act of 2015.** Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by North Carolina State Treasurer pursuant to N.C. Gen Stat. 147-86.81.
 - **Anti-Nepotism.** Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Brunswick County Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.
 - **Applicable School Board of Education Policies.** Provider acknowledges that the Brunswick County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board’s policies are available on the School System’s website.
 - **Assignment.** Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
 - **Contract Modifications.** This contract may be amended only by written amendments duly executed by and between the School System and Provider.
 - **North Carolina Law.** North Carolina law will govern the interpretation and construction of the Contract.
 - **Order of Precedence.** The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.
 - **Entire Agreement.** This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
26. **Severability.** If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

BRUNSWICK COUNTY SCHOOLS

=====

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by Brunswick County Schools (the District) for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Brunswick County Schools, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Brunswick County Schools, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Brunswick County Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Brunswick County Schools believes, in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by Brunswick County Schools as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and Brunswick County Schools reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by Brunswick County Schools on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Brunswick County Schools, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

=====

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Brunswick County Schools, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Brunswick County Schools, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Brunswick County Schools, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Brunswick County Schools, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Brunswick County Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement

process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The vendor further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the vendor, 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

(J) Prohibition on certain telecommunications and video surveillance services or equipment.

This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. §200.216. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by Brunswick County Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Brunswick County Schools for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Brunswick County Schools for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

By “Execution” (see page 1) of this contract, vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Rev 04/23/21 tbf

ATTACHMENT A
RETURN THIS DOCUMENT IN SEALED PROPOSAL

GENERAL FEATURES	Response (Yes "Y" or No "N")
Option to purchase only the specific modules needed for each site	
Integrates with District's Financial Software; Sylogist- SY 24-25 and as needed Sunpac AS400 SY 23-24	
Ability to have hierarchy user accounts (Administrator, Central Office, Manager, Cashier)	
Free Customer Service	
1 Year or more no cost training for all staff; includes start up (on-site and/or virtual)	
Has training or demo mode for staff to practice in	
Be on site to train staff in schools and office during training periods	
Internal Monitoring Compliance: Form created that Supervisors can use to conduct an on-site kitchen observation	

POS HARDWARE	Response (Yes "Y" or No "N")
Universal keypad acceptance of combo keypad/barcode scanner for entry of PIN, ID, or Barcode	
Support meal and ala carte sales	
Ability to use current site computers, laptops, tablets, scanners	
Supports dual sided PIN devices per POS	

CENTRAL PURCHASING	Response (Yes "Y" or No "N")
Ability to preselect specific site orders for automatic approval	
Automatically transform requisitions to purchase orders and supply orders based on supply chain hierarchy	
Summarize orders for multiple sites for drop ship by vendor	
Block items from appearing at specific sites	
Block sites from ordering specific items	

POINT OF SALE	Response (Yes "Y" or No "N")
Ability to take meal payments at the manager or cashier serving line	
Day end reports	
Reports to be included as part of the end of day can be determined by the user	

POINT OF SALE	Response (Yes “Y” or No “N”)
Allergen Reports	
Automatically detects second reimbursable meal and charges ala carte or second meal price	
Automatically detects ID entry from students from other schools and processes their eligibility according to their eligibility at the home school	
Log reimbursable sales to students not in the database	
Allow cash, check, or student’s account for each transaction	
Display and prints a detailed report of student’s daily, weekly, monthly, and yearly activity	
Determine overage and shortage for each cashier	
Ability to track/print an individual cashier (user) overages and shortages for a period of time	
Support multiple POS terminals per school	
Support no ID cash sales	
Support dual serving lines per cashier register	
Support prepayment at POS	
Cashier can enter cash or check info without leaving sales screen	
Apply change to account without leaving the sales transaction	
Provide multiple methods for patron identification	
Charging only allowed for certain accounts	
Provide bard-coded ID cards	
Allow cashier to enter ID	
Student information and sales screen includes picture, notes, Allergens, name, ID, and account balance and prevents student eligibility status identification.	
Ability for sales screen to notify cashier of account alerts (allergy, low balance, customizable notes and student/adult is from another site)	
Support sales by class roster on screen	
Allow correction voiding and correction of sales transaction based on user defined criteria	
Provide for ability to limit or authorize voids and sales correction based on predefined hierarchy.	
Support grade, student, adult, and employee sensitive pricing	
Emergency Roster	

POINT OF SALE	
Allow sites to print emergency roster by class or grade for manual sales entry, if needed	
Support electronic or manual cash drawers	
Support tiered meal pricing	
Automatically synchronize student eligibility and demographics	
POS redundancy	
Cashier may still process transactions even if connection with the network is lost	
Ability to scan student medical statements or documents to their record.	

INVENTORY	Response (Yes "Y" or No "N")
Easily set an order hierarchy for each inventory item	
Identify food and non-food items and their storage locations	
Identify purchased and commodity items	
Support multiple vendors and supply units per items, including commodity	
Multiple vendors and prices per item, multiple supply units and packs per item, easily set and change priority for primary supplier, easily set and change priority for commodity items, set minimum ship quantity or dollar limit per vendor with warning alert to user during creation of orders	
Deplete spoilage and loss with reasons	
Inventory adjustment which inventory is decreased or depleted requires a reason	
Support multiple cost basis	
Automated order feature at the site level	
Ability to create an order based on par, predefined shopping lists, menu forecast, stock level, District approved, and warehouse items	
Receiving screen match the original order or can be sorted by item, item code, or vendor code	
List orders by origin and delivery dates	
Ability to receive items manually or update receiving	
Allow items to be added while in the receiving screen or as separate item for shorted items received a different day	
Track variances between ordered and received counts and prices	

INVENTORY	Response (Yes “Y” or No “N”)
Allow sites the option to receive all items or to enter changes for items not received	
Physical inventory counts and value reporting	
Allow for entry of additional cost such as delivery fee, processing fee, broker’s fee, and pass through value (NOI-net off invoice)	
Allow users to sort the receiving ticket in various ways in order to easily read and enter data from supplier invoice or packing slip	
Allow partial receiving with option to back order	
User would be able to enter zero received for shorted/out of stock items and discrepancies with the option to back order the item	
Discrepancy report for variances between ordered and received items based on invoice	
Provides the ability to display/print report based on invoice number/vendor which provides a listing of variances in price and quantity between ordered and received	
Entry of counts in both usage units and purchase units	
Site user has the ability to setup and control physical inventory storage locations	
Physical inventory count sheets printable to match storage locations established by site user	
Count data entry screen match printed physical inventory count sheets	
Display/Print variance report showing discrepancies in perpetual versus actual inventory balances	
Inactive inventory items can’t be inventoried	
Save Only and Save & Update feature for physical inventory	
Purchase Order	

MENU PLANNING AND NUTRIENT ANALYSIS	Response (Yes “Y” or No “N”)
USDA approved Nutrient Standard Menu Planning	
Food based component menu planning	
Inventory/Commodity/Ingredient Management	
Ingredient G10 ID numbers/spec sheets	

MENU PLANNING AND NUTRIENT ANALYSIS	Response (Yes “Y” or No “N”)
Recipe Management/Finished Product Management	
HACCP, Allergens, and Target Temperature support	
Create, edit, and delete menu templates for each meal and age group	
View average nutrition of menu for 3-7 days with the ability to drill down to day, menu, pattern, recipe, and item	
Display costing per serving, cost per person, and food cost percentage	
Calendar menu can be printed and exported to other programs to allow for enhancement with graphic and additional notes	
Allow export of menu into web-display to allow for enhancement such as allergen codes & nutrition information	
Scale menu forecasts based on entering overall meal count forecast	
Editable Menu Item Cost	
Support editing of individual menu item counts for offer verse serve	
Distinguish between reimbursable meal forecast, adult, and ala carte forecast for nutrition analysis	
Analyze actual nutrition data after production record is complete	
Allow user to view actual nutrient analysis based on amounts entered from production records	
Support unlimited nutrition categories	
District can determine and set up categories based on needs-such as entrée, vegetable, fruit, etc	
Transform recipe into finished goods without linking inventory items	
Every recipe is automatically an item	
Each inventory offers the option to multiple unit definitions, food component, and links to nutrition data	
Recipes support multiple serving units	

MENU PLANNING AND NUTRIENT ANALYSIS	Response (Yes “Y” or No “N”)
Each recipe allows for multiple serving unit descriptions, food component definitions, and links to an ingredient and/or finished goods nutrition data	
Recipes are a finished product	
Every recipe is automatically a finished product upon production and can be ordered, received, counted, and wasted/spoiled	
Downloaded ingredients/recipes cannot be edited by the user/site	
Site users cannot change recipes and/or ingredients other than the portions needed for production	
Manual entry of nutrition data	
Allow district users to add nutrition received from manufacturer specifications and labels	
Ability to print (detailed) menu formatted reports showing each menu items nutrient contents, i.e carbohydrates, fat, calories, etc. not just total nutrients for the day (summary)	
Ability to scan and attach documents such as nutrition facts and photos to recipes.	

FOOD PRODUCTION	Response (Yes “Y” or No “N”)
Production record approved by NC DPI	
Print production records based on local and state guidelines	
Display production record screen for data entry based on menu plan	
Hide or display ingredients of recipe	
Users may choose to display or hide ingredients on production records so that only the menu item displays	
Record target temperature, time of withdrawal of item from heating or cooling source, temperature at withdrawal, and holding temperature of serving line and leftover/discard temperature	
Automatically create finished goods for produced items	
Create pick list for ingredients based on recipes and automatically deplete stock based on recipes	
Allow users to set up various batch requirements based on portion sizes	
Automatically return finished goods to stock or spoil finished goods after posting usage	

FOOD PRODUCTION	Response (Yes “Y” or No “N”)
Left-over management	
Allow site managers to add leftovers to the menu	
Allow adjustment of preparation requirements based on leftovers available	
Record leftovers by disposition	
Allow site managers to choose between waste, freeze (with use by date), refrigerate (with use by date) and use next day (with use by date)	

STUDENT ELIGIBILITY	Response (Yes “Y” or No “N”)
Complies with current USDA and state application regulations	
Direct certification via file import	
Complete verification module	
Integration with on-line web applications	
Automated year end rollover process	
Application program sharing (agree to share info)	
Notifies the user up to ten (10) days in advance when a “pending” application expires	
Software generates notification letters (increase or decrease in benefits)	
Allows for 30 operating day grace from previous school year eligibility status and ability to add students to a “temporary” class during the grace period	
Allows more than 1 expiration date for applications due to multiple calendars.	
Second reviewer option on applications	

	Response (Yes “Y” or No “N”)
Parent account management (ability for parents to set up email alerts on student’s balances, set up automatic scheduled payments, able to view purchase history, divide payments between students in family and at different building sites)	
Ability to send balance alert email or text, both low and negative balance	
On-line payment via web or phone	

ON-LINE WEB PAYMENT PROCESSING	Response (Yes "Y" or No "N")
Ability for parents to use credit card, debit card, or e-check	
Provides detailed monthly banking and financial reports	
Ability to setup recurring payments	
Low convenience fee for parents	
Free customer support	

ACCOUNTABILITY	Response (Yes "Y" or No "N")
Complies with current USDA and state meal regulations	
Government reporting for claims	
Support North Carolina reporting	
Custom Report Generator	
User definable letters	
User defined day-end reports	
Interface for accounting	
Generate USDA Edit check report based on daily attendance	
Generate USDA approved reimbursement report	
Support Community Eligibility	
Allow the user to set up custom reports as needed without vendor tech support	
Export data in a variety of formats: Excel, Word, PDF, Text, and CSV formats/spreadsheets	
Meal eligibilities categories are defined by the District office (free/reduced/paid/adult/employee, etc)	
Variable report generating criteria	
The ability to generate reports based on all schools, groups of schools, or individual school	
Report screen includes a preview option	
Allow the user to select correct reports before printing	
Reports can be set to automatically generate	
Reports are displayed on screen with the option to save, print, or export the report	
End of day reports can be set up to generate after site completed end of day routine	
Centralizing importing and exporting of student pictures	
Bank deposit reconciliation	

--	--

FINANCIAL	Response (Yes "Y" or No "N")
Mirrors Meals Plus Financial Software	
Financial reports that include trail balance, income statement, balance sheet, place cost, indirect cost	
State FC1-A report view and print	
State FC1-A report set up	
Import to Districts Financial Software from District	
Export to Districts Financial Software from School Nutrition	
Statistical Report that include labor hours, supplemental sales, meal counts, plate cost	

TECHNOLOGY	Response (Yes "Y" or No "N")
Web-based	
Built in exports for Excel, CSV, Word, Text, and PDF	
Automated synchronization features for communication updates in near real-time between web payments, portal, central student database, and distributed databases by supporting redundancy for off-line operation at the cashier station and manager station, as well as student mobility between schools	
Security/access	
Fully integrated Back Office-Inventory, Order Entry/Purchasing, Menu Planning/Production, Nutrient Analysis, Student Eligibility, Accountability, Financial	
CUSTOMER FEEDBACK	Response (Yes "Y" or No "N")
Customer references and or satisfaction surveys	