

BRUNSWICK COUNTY SCHOOLS

OPERATIONS DIVISION

199 Sessions Dr, Bolivia NC 28422

Phone (910) 782-5079

July 15, 2024

REQUEST FOR PROPOSAL

BID NUMBER: 153.308.25.FAC.1

TO BE RETURNED BY: August 6, 2024

AV Modifications and Equipment

Refer Inquiries To: **Debra Bair, Director of Technology**
Telephone Number: **910.782.5096**
E-Mail Address: **dbair@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 **2:00 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: ____ days (See Instructions for Bids, Item 6)
Prompt Payment Discount: _____% _____ 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 PROPOSALS

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 Attention: Megan Grissett 199 Sessions Dr. Bolivia, NC 28422	Request For Proposal # 153.308.25.FAC.1
	Contract Type: Open Market
	Commodity: Electronics
	Using Agency Name: Brunswick County Schools
Refer <u>ALL</u> Inquiries to: Debra Bair	
E-Mail dbair@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	July 16, 2024
Attend Non Mandatory Pre-Proposal Meeting	Vendor	July 23, 2024 10:00AM
Questions submitted to dbair@bcswan.net (Reference RFP # in subject line)	Vendor/BCS	July 25, 2024 12:00PM
Provide Response to Questions	BCS	July 29, 2024
Submit Proposals	Vendor	August 6, 2024 2:00PM

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 # 153.308.25.FAC.1 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.

NOTE: BRUNSWICK COUNTY SCHOOLS RESERVES THE RIGHT TO ADJUST QUANTITIES UP OR DOWN AT THE UNIT PRICE AS BUDGETED FUNDS MAY ALLOW OR REQUIRE. BRUNSWICK COUNTY SCHOOLS ALSO RESERVES THE RIGHT TO AWARD CONTRACT ON A SPLIT ORDER BASIS OR LUMP SUM BASIS IF IT IS IN OUR BEST INTEREST.

ALL MATERIALS SHOULD BE NEW AND CURRENT UNLESS OTHERWISE STATED. REFURBISHED MODELS WILL NOT BE CONSIDERED.

Scope of Project

Specifications listed herein are not to be considered restrictive to one source of supply. Items offered must be equal in quality and performance. Bidders must include supporting product data with the proposal to determine equality and acceptability. Bidders shall submit a listing of any deviations from specifications. Brunswick County Schools reserves the right to reject any proposal in which the items offered are considered unsatisfactory in any manner.

**Cape Fear Room AV Modifications
SCOPE OF WORK**

Provide a 3X3 Video Wall System in place of the (2) 70" TVs. Integrate the video wall system into the existing output of the existing Extron System in the room. Provide PTZ cameras and switching equipment for live streaming of board meetings.

Contractor is to provide the following:

- Provide a 3X3 video wall system on front wall to replace the existing (2) 70" TVs
 - 55" LED TVs with 0.44mm Ultra-Narrow Bezel
 - Industrial-strength and premium-grade panels
 - HDMI and DisplayPort daisy chain capabilities
 - Include video mounts with full pop-out for quick service
 - Software installation and configuration
 - Determine optimal system for proper attendee viewing within the large room

- Interface the video wall with our existing Extron system in the room by using the existing output to the (2) 70" TVs.
- Relocate audio from the podium (in the middle of the floor) to the right side of the wing table for the future placement of the podium.
- Relocate the Board Chairman's input from the center of the Dias by extending the connection to the right side of the wing table for the future placement of the podium.
- Install a PTZ camera to the right of the video wall to accommodate a view of the podium speaker at the end of the wing table.
- Install two PTZ cameras in the middle of the back of the room for (Camera 1) full viewing of the board meeting area and (Camera 2) zooming to each board member speaking.
- Move the existing audio out and video input on the center back wall to wall area located to the left of the Men's restroom door.
- Install (2) 86" Commercial Grade TVs - (1) on the center of the back wall and (1) on the right wall by the main entrance from the hallway. These TVs need to have the same image that is being presented on the video wall.
- Submittals will be provided for power requirements to BCS

BCS will provide the following:

- Removal of the (2) 70" TVs from front wall, repair of wall and reinforcements needed to support the installation of the video wall.
 - The 2- 70" TV's and mounts will be returned to BCS Technology Department
 - Power to the video wall, PTZ cameras and TVs on back and side wall
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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
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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.

- 6. Terms and Methods of Payment.** 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.
- 7. 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.
- 8. 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 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.

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.

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
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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)
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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.