



BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive NE Bolivia, North Carolina 28422 Phone: 910-406-2900 Fax: 866-291-7891

Memorandum From Operations

Letter of Instruction for RFP #153.VAR.24.FAC.252

To: Prospective Parties

Thank you for your interest in the Brunswick County Schools. Please review the following instructions prior to submitting your proposal.

- All submittals must be organized and indexed according to the section number and required subject matter. The information contained in your submittal should be indexed and easily accessed by Brunswick County Schools. Brunswick County Schools is not required to seek clarification on any proposal that does not meet these minimum requirements.
- Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposal or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- Brunswick County Schools will adhere to strict deadlines as indicated in the solicitation document and thus will not make exceptions to these dates and times.
- Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should be directed to Nelson Morales at nemorales@bcswan.net.
- Offerors are cautioned that this is a request for offers, not a request to contract, and Brunswick County Schools reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of Brunswick County Schools.
- If acceptable offers are received, Brunswick County Schools intends to enter into a one- year contract with an option to renew for two consecutive years.
- In submitting a proposal, the Offeror agrees not to use the results there from as part of any news release or commercial advertising.
- 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 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 35 Referendum Drive Bolivia, NC 28422	Request For Proposal #153.VAR.24.FAC.252	
	Contract Type: Open Market	
Refer <u>ALL</u> Inquiries to: Nelson Morales Telephone No: 910.782.5028	Commodity: Turn-Key Custodial Products, Support & Supply Services	
E-Mail: nemorales@bcswan.net	Using Agency Name: Brunswick County Schools	

NOTICE TO VENDORS

Sealed Proposals, subject to the conditions made a part hereof, will be received at this office and placed in the bid box at 199 Sessions Dr, Bolivia NC 28422 until **2:00 p.m. March 20, 2024** and then opened, for furnishing and delivering the commodity as described herein.

Proposals submitted via facsimile (FAX) machine in response to this Invitation for Proposals **will not** be acceptable. Proposals are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity have 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 proposal prior to submittal may render bid invalid. Late proposals are not acceptable.

VENDOR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		Email address:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 60 days from date of proposal opening unless otherwise stated here.

Submit **one (1) signed, original executed** proposal response, *along with 3* photocopies and electronic copy (emails not accepted) of your proposal simultaneously to the address identified above.

Clearly mark each 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 above. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

MAILING INSTRUCTIONS: Mail only one fully executed proposal with copies, unless otherwise instructed, and only one proposal package with copies per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

<u>DELIVER TO: Bid Box</u>
PROPOSAL NO. RFP 153.VAR.24.FAC.252 Brunswick County Schools Operations Division Attn. Megan Grissett 199 Sessions Drive Bolivia, NC 28422

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	February 28, 2024
Attend Non Mandatory Pre-Proposal Meeting	Vendor	N/A
Questions submitted to nemorales@bcswan.net (Reference RFP # in subject line)	Vendor/BCS	March 8, 2024
Provide Response to Questions	BCS	March 11, 2024
Submit Proposals	Vendor	March 20, 2024

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.24.FAC.252** Questions” as the subject for the email. Question 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.**

Proposal Evaluation

All proposals will be evaluated by representatives of Brunswick County Schools. Brunswick County Schools may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The Services that are the subject of this RFP are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFP.

Brunswick County Schools shall not be required to award the contract to the lowest proposed compensation; nor shall Brunswick County Schools have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, Brunswick County Schools may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors or take any other action Brunswick County Schools deems advisable under all the circumstances.

Brunswick County Schools is expected to make any final selection(s) based upon evaluation criteria specified in this proposal.

Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. Brunswick County Schools retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of Brunswick County Schools based on criteria specified in this proposal. Brunswick County Schools shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of Brunswick County Schools to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

Prohibited Communications and Confidentiality

COMMUNICATION: Each vendor submitting a proposal (including its representatives, subcontractors and/or suppliers) is prohibited from having any communications with any person outside of the County department issuing this RFP. A vendor not in compliance with this provision may be disqualified from contract award.

RFP#153.VAR.24.FAC.252
Turn-Key Custodial Training, Support & Supply Services
ACKNOWLEDGMENT OF ADDENDA

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addenda that may have been issued as part of this proposal.

ADDENDUM No. _____	Dated _____
ADDENDUM No. _____	Dated _____
ADDENDUM No. _____	Dated _____
ADDENDUM No. _____	Dated _____
ADDENDUM No. _____	Dated _____

Applicant's Signature

Date

Turn-Key Custodial Training, Support & Supply Services

General Conditions for Submitting Proposals

• Unsolicited Proposal Changes

Any change to a proposal which is received after the closing date of this RFP and which is not specifically solicited by the Brunswick County Schools system, will be rejected.

• Costs for Proposal Preparation

Any costs incurred by vendors in preparing or submitting offers are the vendor's sole responsibility; the BRUNSWICK COUNTY SCHOOLS will not reimburse any vendor costs incurred prior to award.

• Oral Explanations

The BRUNSWICK COUNTY SCHOOLS will not be bound by oral explanations or instructions given at any time during the competitive process or after award.

• Proprietary or Other "Confidential" Information

Any trade secrets or other similar proprietary data that the vendor does not wish disclosed beyond the Brunswick County Schools personnel involved in the evaluation or contract administration will be kept confidential if identified as described below:

- Any section of the proposal, which is to remain confidential, must be marked "confidential."
- Cost information and other information that is considered public information may not be deemed confidential.

• Oral presentation

A vendor who submits a proposal in response to the RFP may, at the discretion of Brunswick County Schools, be required to give an oral presentation and/or clarification of his/her proposal to Brunswick County Schools. This will provide an opportunity for the vendor to clarify or elaborate on his/her proposal but will in no way change the vendor's original proposal. The cost of preparing for and attending the meeting will be at the vendor's expense. Brunswick County Schools will schedule the time and location of each such presentation. Brunswick County Schools determines that an oral presentation is necessary.

• Offeror Response

Vendor shall review the Requirements and Specifications below and describe their proposed approach or ability to meet or exceed each specification or confirm and agree that they shall meet the specification. Vendor's responses shall be complete and comprehensive with a corresponding emphasis on being concise and clear. Vendor may include additional materials in a separate appendix in their offer and reference these additional materials in the applicable response below.

• Proposal Evaluation

All proposals will be evaluated by representatives of Brunswick County Schools. Brunswick County Schools may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The Contractor agrees to provide services as follows:

Scope of Work:

This would include all consumable supplies including, but not limited to cleaning chemicals, brushes, brooms, dusters, glass cleaners, 38x 58 trash liners 1.6mil, plastic trash liners, toilet tissue, hand towels (White only), restroom cleaning and deodorant products, toilet brush, toilet seat covers, wet mops, floor pads, microfiber mop and towels, Magic Eraser or comparable product accepted by owner, Clorox wipes or comparable product accepted by owner, pails, rags, floor mats, door stops, janitor carts, sprayers, buckets, floor polish/stripper product, hand sanitizer, facial tissue, caution signs, Scotch Brite scouring pad or comparable product accepted by owner, safety glasses/goggles, vacuum bags, PVC gloves, razors and scrappers, floor care and carpet care products. Product selection shall include bulk distribution with appropriate dispensers to provide proper mix/dilution.

Frequency of visits and descriptions of each type of visit shall be noted in the proposal. Ongoing visits and inspections (Minimum 3 annually) shall include a written report and evaluation to be provided to the school principal, custodian and facilities director. The intent of this contract is to use an outside material and product support service to oversee the product selection and delivery of products to all facilities on a continuing basis. Products will be warehoused and delivered to Brunswick County School facilities from the Provider's facility. Invoices shall be provided for all deliveries to include delivery point, quantity, and cost. Periodic site inspections and evaluations based on a numeric grading system are required. An employee awards program and recognition for school district employees is considered a plus.

Brunswick County Schools is interested in using the safest products that are still effective. Wherever possible, BCS is interested in using "Green" products. In the response to this RFP, Providers should note which products they supply that are "green" and define their determination of "green" (i.e. Green Seal Certified etc.) It is understood the nature of some products prevent them from meeting common "green" standards (i.e. disinfectants).

Accommodations must be made to credit or use the existing in-stock products and supplies at the facilities and Maintenance Warehouse. Any and all product dispensers not compatible with new product lines must be replaced before 08/06/2024 at no charge.

Specifically, the Provider shall provide the following services:

Product Selection / Cleaning Method Consulting

As part of the services required under this RFP, the Provider must have the knowledge and expertise to assist BCS in selecting the best products and methods for cleaning the District's buildings given the available budget. Such services include troubleshooting unusual cleaning problems, assisting in labor/product cost analysis, introducing new methodology (as it relates to the Provider's product lines), and new product/technology information and demonstrations.

Employee Training

The successful bidder shall provide MSDS information updates and training at least yearly as scheduled by BCS. In addition, training must be available as requested by BCS for proper cleaning/custodial methods for lavatory cleaning, stripping/finishing floors, usage of new equipment and other similar custodial operations that involve the products purchased from the Provider.

Provider Assisted Inventory Management and Supply

The successful bidder shall provide inventory management services. Such services shall include a minimum of one visit per month to each school to check inventory and speak with the head custodian at each building to determine the supply needs at that time. It is through this assistance that BCS intends to make sure the cleaning staff has the materials they need to perform their work at all times without carrying a large inventory of chemicals and supplies. Supply orders will be filled out by the Provider representative and a copy given to the Building Services Supervisor for approval. The visits shall be scheduled with the Building Services Supervisor.

The Provider representative will also assist the District's personnel when selecting the proper materials and quantities of supplies for routine school vacation cleaning (stripping/refinishing floors, scrub and recoat, etc.).

As part of the inventory system, the Providers that can produce summary reports of the items purchased under this RFP will be granted additional consideration. Typical information contained in such reports includes order history broken down by product and school and total cost of purchases by school with a District total.

Other requirements

1. Provider shall assure sufficient stock of product as to provide "on time delivery" within one week of order time during the school year period. Out of product request between deliveries shall be shipped "next day delivery." Provider cost to include freight charges (landed cost).
2. Invoicing shall be monthly.
3. Providers shall submit, with bid, a description of paper dispensers to be used in this contract. The School Purchasing Group reserves the right to request Provider presentations and further clarification of dispensers and paper products.
4. All deliveries will be made to the district ordering the product, in vehicles owned by the Supplier and bearing identification as such. Because School District may not have docks at some of the buildings, verify that you will hand unload and deliver inside the building. The handling and delivery of all products shall be in accordance with all Federal, State, Local and school district requirements.
5. Supplier must provide the products quoted for the duration of the contract. Substitutions for the convenience of the Supplier will not be accepted, and will be cause for termination of the contract. Products discontinued by the manufacturer, supplanted by improved formulations, or in tight supply due to market conditions will not apply but will only be accepted upon notification and acceptance by the School District. The successful vender shall not assign or delegate any obligation to another Supplier without written consent of the school-purchasing group.
6. Dispensers shall be supplied and installed by Provider for dispensing products ordered, there shall be no cost to the school district for dispensers or installation of dispensers unless the dispenser has been obviously damaged by vandalism or misuse. Warranty shall be 1 year on dispensers.
7. Manufacturer's specifications and MSDS sheets shall be available for all cleaning products.
8. Products are to be delivered to the site in original, unopened containers with labels attached.
9. Walk-through visits for the purpose of estimating dispensers, their installation, or delivery to schools must be scheduled with the district contact.

10. School districts may wish to phase out existing inventory and new dispensers may need to be installed with supply of initial product. Provider shall demonstrate ability and willingness to provide transition without impacting school district operations.
11. Only the designees of Brunswick County Board of Education (Chief Operations Officer and Director of Facilities) is authorized to negotiate details of this RFP.
12. Brunswick County Schools reserves the right to verify all references supplied and references obtained from other school districts.
13. Taxes are to be included in bid amount.

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. Project Management, Approach, Methodology and Timelines (20 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.

C. Experience of Key Personnel – (25 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.

D. References – (20 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.

E. Fee Structure (20 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.

F. 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.

G. FORMS – (Non-Scored)

Respondent shall complete and execute the forms located in this RFP, as well as copies of all insurance and occupational licenses and shall include them in this section.

H. TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE - Financial Statement – (Non-Scored)

All respondents shall supply a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

Form 1--Service Provider Questionnaire

Project Name: Turnkey Custodial Services

Company Name:

<p>1. When was your company established?</p> <p>How many years have you been in business providing Turnkey Custodial Services?</p>	<p>Year Established: _____</p> <p>Number of Years Providing Turnkey Custodial Services: _____</p> <p>Number of Employees: _____</p>
<p>2. How long have your employees worked for you?</p>	<p>How many employees have been with your company for <u>less than three (3) years?</u></p> <p>_____</p> <p>How many employees have been with your company for <u>more than three (3) yrs?</u></p> <p>_____</p>

<p>3. Have you been involved in any litigation in the past five (5) years?</p>	<p><input type="checkbox"/> No.</p> <p><input type="checkbox"/> Yes. Explain: -----</p> <p>_____</p> <p>_____</p>
<p>4. Are you willing to submit all proposed personnel for a strict BCS Background Check?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>5. List three (3) references on Form 2 for services performed by your company and proposed subcontractors that were similar in nature to the Scope of Services under this RFP.</p>	<p>Provide Information on Form 2.</p>

Form 2 — References (Please type or print)

REFERENCES		
1	Company Name	
	Contact Name	
	Phone Number	
	E-Mail Address	
	Service Dates	
	Scope of Work	
2	Company Name	
	Contact Name	
	Phone Number	
	E-Mail Address	
	Service Dates	
	Scope of Work	
3	Company Name	
	Contact Name	
	Phone Number	
	E-Mail Address	
	Service Dates	
	Scope of Work	

Belville Elementary 575 River Rd Leland, NC 28451	Bolivia Elementary 4036 Business Hwy 17-E Bolivia, NC 28422	Jessie Mae Monroe Elementary 250 Pea Landing Rd Ash, NC 28420
Lincoln Elementary 1664 Lincoln Rd Leland, NC 28451	Southport Elementary 709 W 9th St Southport, NC 28451	Supply Elementary 51 Benton Rd Supply, NC 28462
Town Creek Elementary 6330 Lake Park Dr Se Winnabow, NC 28479	Union Elementary 180 Union School Rd Shallotte, NC 28470	Virginia Williamson Elementary 1020 Zion Hill Rd Bolivia, NC 28422
Waccamaw School 5901 Waccamaw School Rd NW Ash, NC 28420	Cedar Grove Middle 750 Grove Trail Supply, NC 28462	Leland Middle 927 Old Fayetteville Rd NE Leland, NC 28451
Shallotte Middle 225 Village Rd Shallotte, NC 28459	South Brunswick Middle 100 Cougar Dr, BSL Southport, NC 28461	Town Creek Middle 6370 Lake Park Dr Winnabow, NC 28479
North Brunswick High 114 Scorpion Dr Leland, NC 28451	South Brunswick High 280 Cougar Dr. BSL Southport, NC 28461	West Brunswick High 550 Whiteville Rd NW Shallotte, NC 28470
The COAST 1109 Old Ocean Hwy Bolivia, NC 28422	Early College High P.O. Box 30 Supply, NC 28462	Operations and Central 199 Sessions Dr Bolivia, NC 28422

SAMPLE

BRUNSWICK COUNTY BOARD OF EDUCATION CONTRACT FOR _____ SERVICES

This contract for XXXXXXXX Services (the “Contract”) is made and entered into this xx day of xxx, 2024, between the Brunswick County Board of Education (the “School System”), at 35 Referendum Dr Bolivia, NC 28422 and xxxxxxxx (the “Provider”), at xxxxxxxx, NC xxxxxx.

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as follows:
 - 1.1. Per IBR xxxxxxxxxxxxxx. Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract and Attachment A.
 - 1.2. Qualifications of Provider. Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
 - 1.3. Records Maintenance. Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
2. Obligations of the School System.
 - 2.1. The School System hereby agrees to compensate Provider in the amount of xxxxxxxxxxxxxxxxxxxx for services rendered. With the School System’s written consent, payments may be made in monthly installments for work performed and accepted during the previous month.
 - 2.2. 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. 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.

4. 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.
5. 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.

6. 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.
 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.
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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 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.
9. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
10. 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.
11. 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.
12. 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.

13. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney’s fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N. C. Gen. Stat. § 6-21.2.
14. 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
20. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
21. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
22. 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.
23. 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.

24. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:

Attachment A: Scope of Work

Attachment B: Sexual Offender Registry Check Verification Form

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.

25. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
26. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

**BRUNSWICK COUNTY
BOARD OF EDUCATION**

PROVIDER

ATTEST:

Authorized Signature

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

School System Finance Officer

Date

Attachment B

Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- ☐ Initial
- ☐ Supplemental
- ☐ Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge 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. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

(attach additional page(s) if needed)

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)	_____ (signature)
_____ (title)	_____ (date)