

BRUNSWICK COUNTY BOARD OF EDUCATION

ATTN: Megan Grissett  
35 Referendum Dr, Bolivia NC 28422  
Phone (910) 253-1038 [mgrissett@bcswan.net](mailto:mgrissett@bcswan.net)

INVITATION FOR BID  
Cafeteria Furniture for South Brunswick High School

Issue Date: October 23, 2024

---

BID NO: 153.334.25.CN.7

BIDS DUE BY 2:00:00 PM, EST, November 20, 2024

INQUIRIES: Must be submitted via email to: Imer Smith,  
[ismith@bcswan.net](mailto:ismith@bcswan.net) Deadline for written inquiries: November 7, 2024

---

**NOTICE TO OFFEROR**

Sealed bids, subject to the conditions made a part hereof, will be received by Brunswick County Board of Education until **2:00:00 PM, November 20, 2024** in the Operations Department, Bid Box, 199 Sessions Dr., Bolivia, North Carolina 28422 for the purchase of Cafeteria Furniture. The Cafeteria Furniture shall meet the specifications contained in the Bid. Bids will be publicly opened and read aloud at 2:00 PM on November 20, 2024.

---

**EXECUTION**

In compliance with this Invitation for Bid, 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, at the prices set opposite each item 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 shall render bid invalid. Late bids are not acceptable.**

---

\_\_\_\_\_  
OFFEROR (Company Name)

\_\_\_\_\_  
FEDERAL ID OR SOCIAL SECURITY NO:

\_\_\_\_\_  
ADDRESS:

\_\_\_\_\_  
CITY STATE ZIP

(\_\_\_\_\_)\_\_\_\_\_

(\_\_\_\_\_)\_\_\_\_\_

TELEPHONE NUMBER:

EMAIL ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:

---

## INSTRUCTIONS FOR BIDDERS

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 to Bidders, general terms and conditions and other conditions specific to this Invitation for Bid.

Brunswick County Board of Education objects to and will not evaluate or consider any additional terms and conditions submitted with an Offeror's 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 bidder 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 an Invitation for Bid.
4. **EXECUTION:** Failure to sign under EXECUTION section will render quote invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) Federal Contracting Requirements, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TABULATIONS:** All Offerors will be provided a bid tabulation.
7. **TIME FOR CONSIDERATION:** The offer shall be valid for 60 days from the date quotes are due. If Offeror cannot validate bid for 60 days, preference may be given to bids allowing 60 days for consideration and acceptance.
8. **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.
9. **SUBMITTAL INSTRUCTIONS:** **Mail one (1) fully executed bid.** Address envelope and insert Bid Number on outside of the envelope. Mail one fully executed bid document to the address shown below. It is the responsibility of the offeror to have the bid to Megan Grissett by the specified time and date due. Late bids will not be considered. **Faxed or emailed bids will not be accepted.**

Brunswick County Board of Education Attn: Megan Grissett 199 Sessions Dr Bolivia, NC 28422 Bid No. 153.334.25.CN.7
--

10. **SPECIFICATIONS:** Any deviation from the specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible, therefore. Deviations shall be explained in detail. The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
11. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this Invitation for Bid, each offeror shall submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Bid submittals which do not comply with the specifications will be subject to rejection.

12. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed in writing before the deadline as described on page one of this document. Any and all revisions to this document shall be made only by written addendum from the Purchasing Department of Brunswick County Board of Education. The offeror is cautioned that the requirements of this Invitation to Bid can be altered only by written addendum and that verbal communications from whatever source are of no effect. It is the responsibility of the offeror to ensure that all addenda have been received prior to submitting a bid.
13. **ACCEPTANCE AND REJECTION:** Brunswick County Board of Education reserves the right to reject any and all bids, to waive any informalities in bids and, unless otherwise specified by the offeror, to accept any item in the quote. If a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Brunswick County Board of Education invites and encourages participation in this procurement process by businesses owned by minorities, women, and by disabled business enterprises.
15. **TAXES:** The school system is exempt from federal taxes, such as excise and transportation. The school system does pay sales tax; however, sales tax should not be included in bid price on Bid Form.
16. **AWARD OF CONTRACT:** A contract will be awarded to the lowest responsible, responsive bidder, taking into consideration quality, suitability of the articles for the intended use; conformance to the specifications, time for delivery, the general reputation and performance capabilities of the offeror, and other such factors deemed by the school system to be pertinent or peculiar to the purchase in question. Brunswick County Board of Education reserves the right to accept or reject any and all bids.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise

17. **CONFIDENTIALITY OF BIDS:** All bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the School's purchaser contacts the bidder(s) for purposes of seeking clarification. A bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other bidder's bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of the school system, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
18. **TRANSPORTATION CHARGES:** FOB Destination. Delivery of equipment must be included in shipping column on the bid form.
19. **PROTEST PROCEDURES:** Any party which is a prospective bidder or offeror may be aggrieved by the solicitation must submit a written protest within five (5) calendar days prior to the opening of the Invitation for Bid.

Any party which is an actual bidder, offeror, or vendor that may be aggrieved by the award of a contract, must submit a written protest within five (5) days of school system transmitting the announcement of intent to award.

The protest must be addressed to the office of the Brunswick County Board of Education's Director of Administration and Safety and must include all the following information: 1) name, address, telephone number, and e-mail address of the protester; 2) signature of the protester or authorized agent; 3) the bid name and bid number; 4) a detailed statement of the legal and factual grounds of protest including copies of relevant documents; 5) any supporting exhibits, evidence, or documents to substantiate any claims; 6) all information establishing

that the protester is an interested party for the purpose of filing a protest; and 7) the form of relief requested.

After consideration of all relevant information, and consultation with Brunswick County Schools Attorney, a decision will be made. This decision may be appealed to the Finance Officer. This appeal must be in writing and be delivered to the office of the Finance Officer within seven (7) calendar days of the date of the the decision.

The Finance Officer will then have seven (7) calendar days to render a decision.

20. E-VERIFY: As a condition of payment for services rendered under this agreement, Vendor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Vendor provides the services to the school system utilizing a subcontractor, Vendor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Vendor shall verify, by affidavit, compliance of the terms of this section upon request by the school system.
21. 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.
22. BRAND: We are accepting bids for Palmer Hamilton Cafeteria Furniture. (See bid form) The preferred furniture brand and basis of design is Palmer Hamilton. Equivalent furniture meeting specifications will be considered. Substitutions will be evaluated by committee and all decisions will be final.

ALL EQUIPMENT MUST BE NEW, NOT USED, REFURBISHED, NOR PREVIOUSLY USED AS A DEMO.

## Brunswick County Board of Education Bid Form

To Whom It May Concern:

I have carefully examined the Invitation for Bid No. 153.334.25.CN.7 and all other documents accompanying or making a part of this Invitation for Bid. I hereby propose to furnish the requested equipment as specified in the Invitation for Bid. I agree that my bid will remain firm a period of 30 days. **Bids must be submitted on this form. For details please see Exhibit 1.**

**Shipping and Handling must be separate in bid price. Sales tax shall not be included on bid form.**

**Invoices will include sales tax but should not be included on the bid below.**

Manufacturer	Item #	Substituted Manufacturer & Part #	Description	Qty	Unit Price	Extended Price
Palmer Hamilton	59T122960RD-B4		4 Bench Table 29"H x 60" dia.	<b>4</b>		
			Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Group 3 Laminate Choice: WA Backyard Patio Y0755-38 Laminate (Bench): Group 2 Laminate Choice (Bench): Formica: Cotton Cloth 8681-58 Edge: EdgeGuard Edge Color: Black (001)			
Palmer Hamilton	59T122960RD-B4		4 Bench Table 29"H x 60" dia.	<b>4</b>		
			Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Group 2 Laminate Choice: Formica: Cotton Cloth 8681-58 Laminate (Bench): Group 3 Laminate Choice (Bench): WA Backyard Patio Y0755-38 Edge: EdgeGuard Edge Color: Black (001)			
Palmer Hamilton	59T0829120EL-S12		12 Stool Table 29"H x 44"W x 120"L	<b>4</b>		
			Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Group 2 Laminate Choice: *to be determined Edge: EdgeGuard Edge Color: Black (001) Stool Color: Lava *NOTE: TOPS: (2) Formica: Ashwood Beige 5785-NG, (2) Formica: Cotton Cloth 8681-58			

**Brunswick County Board of Education  
Bid Form**

Manufacturer	Item #	Substituted Manufacturer & Part #	Description	Qty	Unit Price	Extended Price
Palmer Hamilton	59T0829120EL-S10		10 Stool Table 29"H x 44"W x 120"L Wheelchair-Accessible	<b>2</b>		
			Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Group 2 Laminate Choice: Formica Ashwood Beige 5785-NG Edge: EdgeGuard Edge Color: Black (001) Stool Color: Lava			
Palmer Hamilton	60T23293012-S12		12 Stool Table 29"H x 30"W x 12'L	<b>2</b>		
			Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Group 2 Laminate Choice: Formica Ashwood Beige 5785-NG Edge: EdgeGuard Edge Color: Black (001) Stool Color: Lava			
Palmer Hamilton	60T23293008-S08		8 Stool Table 29"H x 30"W x 8'L	<b>2</b>		
			Frame: Powdercoat Frame Color: Sparkle Silver-SS Laminate: Group 2 Laminate Choice: Formica Ashwood Beige 5785-NG Edge: EdgeGuard Edge Color: Black (001) Stool Color: Lava			
Palmer Hamilton	ATFT423072		30" x 72" Rectangle Fixed Pub-Height Aero Flat T-Base Table	<b>2</b>		
			Base: Black (BLK) Edge: EdgeGuard Edge Color: Black (1) Laminate: Group 2 Laminate Selection: Formica Ashwood Beige 5785-NG			
Palmer Hamilton	METHOD-18A-BLK-SLV		Method 18 Inch High	<b>4</b>		
			Shell Color: Black (BLK) Frame Color: Powder Coated Silver (SLV)			
Palmer Hamilton	METHOD-28A-BLK-SLV		Method 28 Inch High	<b>12</b>		
			Shell Color: Black (BLK) Frame Color: Powder Coated Silver (SLV)			

**Brunswick County Board of Education  
Bid Form**

Manufacturer	Item #	Substituted Manufacturer & Part #	Description	Qty	Unit Price	Extended Price
Palmer Hamilton	RAL23423251EGME		Rally 4 seat, 32"x 51" tabletop 42" height	4		
			Top: EdgeGuard-EG Laminate: Group 2 Laminate Selection: Formica Ashwood Beige 5785-NG Stool: Metal-ME Stool Color: Black Textured Frame: Metallic Silver Casters/Glides: Casters-C ShelfKickPlate: none Power: none Top Edge Color: Black (1)			
	AW1 Elevation A		3M 480C Rough Wall / Direct Print with Overlam / Adhere to Soffit with Heat / Overall Size 715"w x 95.88"h	1		
	AW2a-b Elevation B		Layered / Mixed Materials / Aw2b Mounted to wall will Snap Caps / AW2a Mounted over AW2b with Aluminum Screw Caps / Mixed Sizes / LOT of (2)	1		
	AW3a-u Elevation C		Clear Window Film / Direct Print / Cut to Size and Shape with Overlam / Adhere to Windows / Mixed Sizes / LOT of (21)	1		
	AW4 & AW6 Elevation D & F		6mm PVC / Direct Print / Cut to Shape / Wall Mount with Snap Caps / Overall Size Each 95"w x 47"h / LOT of (2)	1		
	AW5a-d Elevation E		6mm PVC / Direct Print / Cut to Shape / Wall Mount with Snap Caps / Mixed Sizes / LOT of (4)	1		
	Install Fee		Installation Services			
	Freight					

**Availability \_\_\_\_ days/weeks**

**Brunswick County Board of Education  
Bid Form**

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the company as its act and deed and that the company is ready, willing and able to provide the commodities if awarded the contract.

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_



BRUNSWICK COUNTY BOARD OF EDUCATION  
35 Referendum Dr, Bolivia NC 28422

---

GENERAL CONTRACT TERMS AND CONDITIONS

---

1. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Offeror to notify in writing Brunswick County Board of Education at once, indicating the specific regulation which required such alterations. Brunswick County Board of Education reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
2. **AVAILABILITY OF FUNDS:** Any and all payments to the Offeror are dependent upon and subject to the availability of funds to the school system for the purposes set forth in this agreement.
3. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
4. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
5. **GOVERNING LAW:** This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.
6. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the contract.
7. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or delivered has not been sold or used for any purpose and shall be new and in first class condition. All packaging shall be suitable for handling, storage, shipment and delivery.
8. **AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
9. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate county/state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels;  
  
The Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
10. **PATENT:** The Offeror shall hold and save Brunswick County Board of Education, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
11. **INDEPENDENT CONTRACTOR:** The Offeror shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Offeror represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of the school system or have any individual contractual relationship with the school system.

12. **SUBCONTRACTING**: Work proposed to be performed under this contract by the Offeror or its employees shall not be subcontracted without prior written approval of the school system. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
13. **PERFORMANCE AND DEFAULT**: If, through any cause, the Offeror shall fail to fulfill in timely and proper manner the obligations under this agreement, the school system shall thereupon have the right to terminate this contract by giving written notice to the Offeror and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Offeror shall, at the option of the school system, become its property, and the Offeror shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Offeror shall not be relieved of liability to the school system for damages sustained by the school system by virtue of any breach of this agreement, and the school system may withhold any payment due the Offeror for the purpose of setoff until such time as the exact amount of damages due the school system from such breach can be determined.

In case of default by the Offeror, Brunswick County Board of Education may procure the services from other sources and hold the Offeror responsible for any excess cost occasioned thereby.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Offeror, the school system may terminate this contract for cause.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

14. **CARE OF PROPERTY**: The Offeror agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased by it for this contract and will reimburse Brunswick County Board of Education for loss of damage of such property.
15. **COMPLIANCE WITH LAWS**: The Offeror shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
16. **ADVERTISING**: Offeror agrees not to use the existence of this contract or the name of Brunswick County Board of Education as a part of any commercial advertising without prior approval of Brunswick County Board of Education.
17. **INSURANCE**: During the term of the Contract, the Offeror at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Offeror shall provide and maintain the following coverage and limits.
- a. **Worker's Compensation** – The Offeror shall provide and maintain Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract.
  - B. **Commercial General Liability** Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence with \$2,000,000 General Aggregate.
  - c. **Automobile** – Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance.

18. **REQUIREMENTS:** Providing and maintaining adequate insurance coverage is a material obligation of the Offeror and is of the essence of this contract. All such insurance shall meet all laws of the state of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Offeror shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Offeror shall not be interpreted as limiting the Offeror's liability and obligations under the contract.

19. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Invitation for Bid, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

20. **CODES AND STANDARDS:** All Codes, standards, and specifications such as the National Electrical Code, North Carolina State Building Code, ASTM specifications, etc. referred to in the project specification shall be the issue in effect on the date of the Invitation for Bid.

21. **GENERAL INDEMNITY:** The Vendor shall hold and save the school system, 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 this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the school system has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the school system's agents who are involved in the delivery or processing of Vendor goods to the school system. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

## ATTACHMENT 2

### Federal Contracting Requirements – Bid 102-20DS

This Attachment 2 is incorporated into the Service Contract between the school system and the Vendor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Vendor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Vendor.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This Attachment 2 identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

#### Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Vendors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

#### Vendor Compliance

The Vendor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

#### Conflict of Interest

The Vendor must disclose in writing any potential conflict of interest to Brunswick County Board of Education or pass through entity in accordance with federal policy.

#### Mandatory Disclosures

The Vendor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

#### Energy Conservation

The Vendor and subcontractors agree to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

#### Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Vendor agrees to report each violation to the school system and understands and agrees that the school system will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

### Clean Air Act

For contracts in excess of \$150,000, the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Vendor agrees to report any violation to the school system immediately upon discovery. The Vendor understands and agrees that the school system will, in turn, report each violation as required to assure notification to the school system, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Vendor must include this requirement in all subcontracts that exceed \$150,000.

The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Access to Records and Reports

The Vendor must maintain an acceptable cost accounting system. The Vendor agrees to provide the school system, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Vendors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

### No Obligation by Federal Government

The school system and the Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the school system, the Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Vendor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract. Upon execution of the underlying contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems appropriate.

The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Vendor, to the extent the Federal Government deems appropriate.

The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

### Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Vendors failure to do so shall constitute a material breach of the contract.

## Termination

**Termination Without Cause.** The school system may immediately terminate this Agreement at any time without cause by giving written notice to the Vendor.

**Termination for Default by Either Party.** By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

**Additional Grounds for Default Termination by the school system.** By giving written notice to the Vendor, the school system may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Vendor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Vendor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Vendor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

**Cancellation of Orders and Subcontracts.** In the event this Agreement is terminated by the school system for any reason prior to the end of the term, the Vendor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Vendor shall submit a statement to the school system showing in detail the services performed under this Agreement to the date of termination.

**No Effect on Taxes, Fees, Charges, or Reports.** Any termination of the Agreement shall not relieve the Vendor of the obligation to pay any fees, taxes or other charges then due to the school system, nor relieve the Vendor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Vendor from any claim for damages previously accrued or then accruing against the Vendor.

**Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, the Vendor shall promptly (a) return to the school system all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the school system; (b) deliver to the school system all Work Product; (c) allow the school system or a new vendor access to the systems, software, infrastructure, or processes of the Vendor that are necessary to migrate the Services to a new vendor; and (d) refund to the school system all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

**No Suspension.** In the event that the school system disputes in good faith an allegation of default by the Vendor, notwithstanding anything to the contrary in this Agreement, the Vendor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Vendor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The Superintendent or their designee is authorized to terminate this Agreement on behalf of the school system.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the school system shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Vendor necessary to evaluate Vendor's compliance with the terms and conditions of the Agreement or the school system's payment obligations. The school system shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Vendor. However, if non-compliance is found that would have cost the school system in excess of \$5,000 but for the audit, then the Vendor shall be required to reimburse the school system for the cost of the audit.

#### Remedies

Liquidated Damages: The school system and the Vendor acknowledge and agree that the school system may incur costs if the Vendor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the school system may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the school system might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Vendor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the school system's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Vendor to meet such delivery times but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Vendor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the school system of such failure, the school system may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Vendor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the school system in obtaining or performing the Services from any money then due or to become due the Vendor and, should the school system's reasonable cost of obtaining or performing the services exceed the amount due the Vendor, collect the difference from the Vendor.

Right to Withhold Payment. If the Vendor materially breaches any provision of this Agreement, the school system shall have a right to withhold all payments due to the Vendor with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Vendor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Vendor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Vendor hereby agrees that the school system may seek an order granting specific performance of such obligations of the Vendor in a court of competent jurisdiction within the State of North Carolina. The Vendor further consents to the school system seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Vendor breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

#### Debarment and Suspension

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

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part. 3000. As such, the Vendor is required to verify that none of the Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Vendor is required to comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proper certifies that:

This certification in this clause is a material representation of fact relied upon by the school system. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the school system, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

#### Equal Employment Opportunity

During the performance of this contract, the Vendor agrees as follows:

1. The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.
2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Vendor will send to each labor union or representative of workers with which he 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.
4. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Vendor will 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 will 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.
6. In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.
7. The Vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 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.



### Davis-Bacon Requirements

If applicable to this contract, the Vendor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

#### 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Vendor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Vendor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Vendor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Vendor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Vendor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Vendor does not make payments to a trustee or other third person, the Vendor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Labor has found, upon the written request of the Vendor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Vendor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The school system shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Vendor under this contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Vendor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Vendor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Vendor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Vendor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Vendor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Vendors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Vendor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Vendor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime Vendor is responsible for the submission of copies of payrolls by all subcontractors. Vendors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Vendor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Vendor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Vendor to require a subcontractor to provide addresses and social security numbers to the prime Vendor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Vendor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Vendor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Vendor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Vendor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Vendor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Vendor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Vendor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Vendor's or sub-Vendor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Vendor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Vendor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Vendor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Vendor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Vendor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Vendor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Vendor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Vendor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Vendor. The Vendor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Vendor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Vendor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractors with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Vendor and subcontractor as provided in 29 C.F.R. § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontractors. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

#### Rights to Inventions Made Under a Contract or Agreement

##### Patent and Rights in Data

##### CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Vendor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Vendor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Vendor using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore,

unless determined otherwise, the Purchaser and the Vendor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Vendor's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Vendor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Vendor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Vendor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Vendor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Vendor identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Vendor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Vendor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Vendor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Vendor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

**General** - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Vendor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Vendor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Vendor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Vendor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **Procurement of Recovered Materials**

Vendor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Vendor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

2. The Vendor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Vendor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

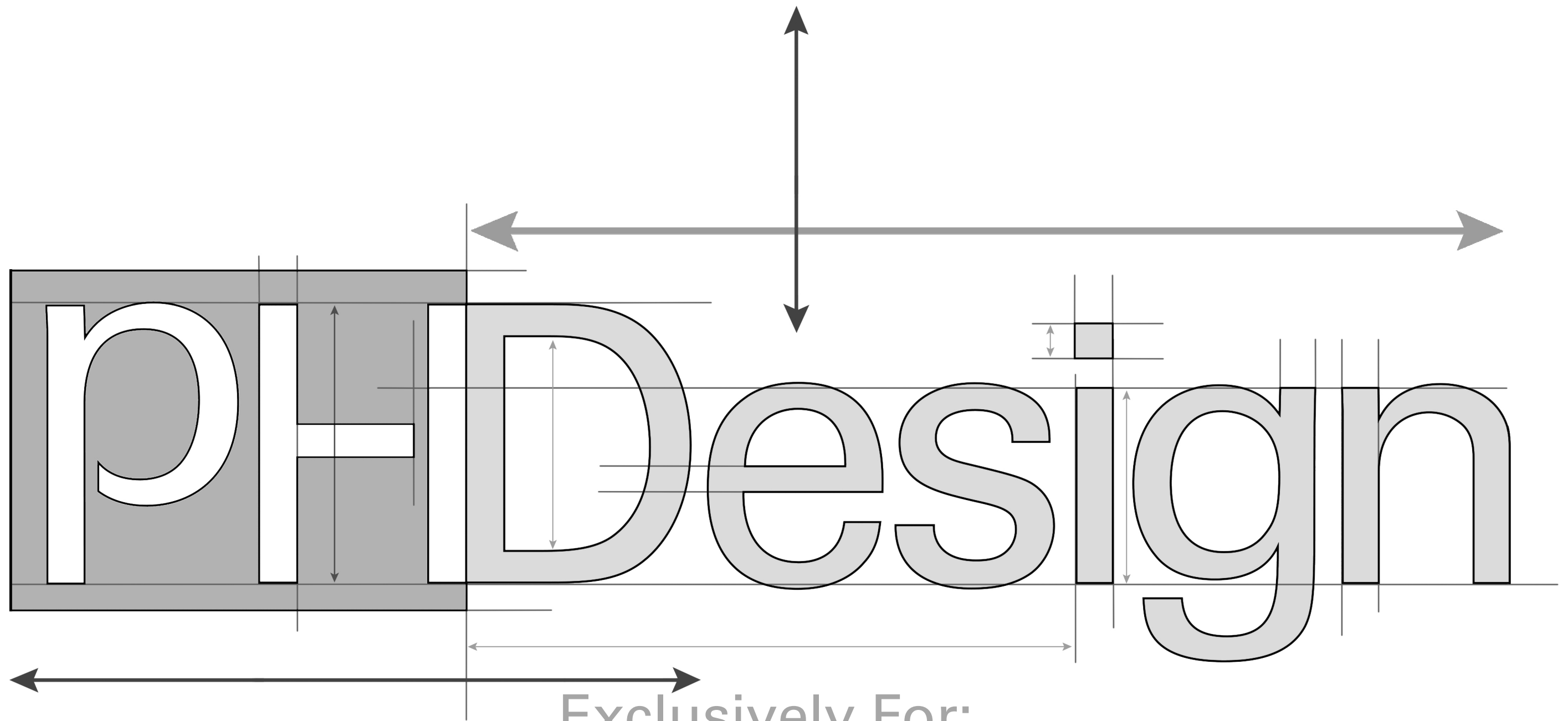
Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

#### **Safeguarding Personal Identifiable Information:**

Vendor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

#### **DHS Seal, Logo, and Flags**

The Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

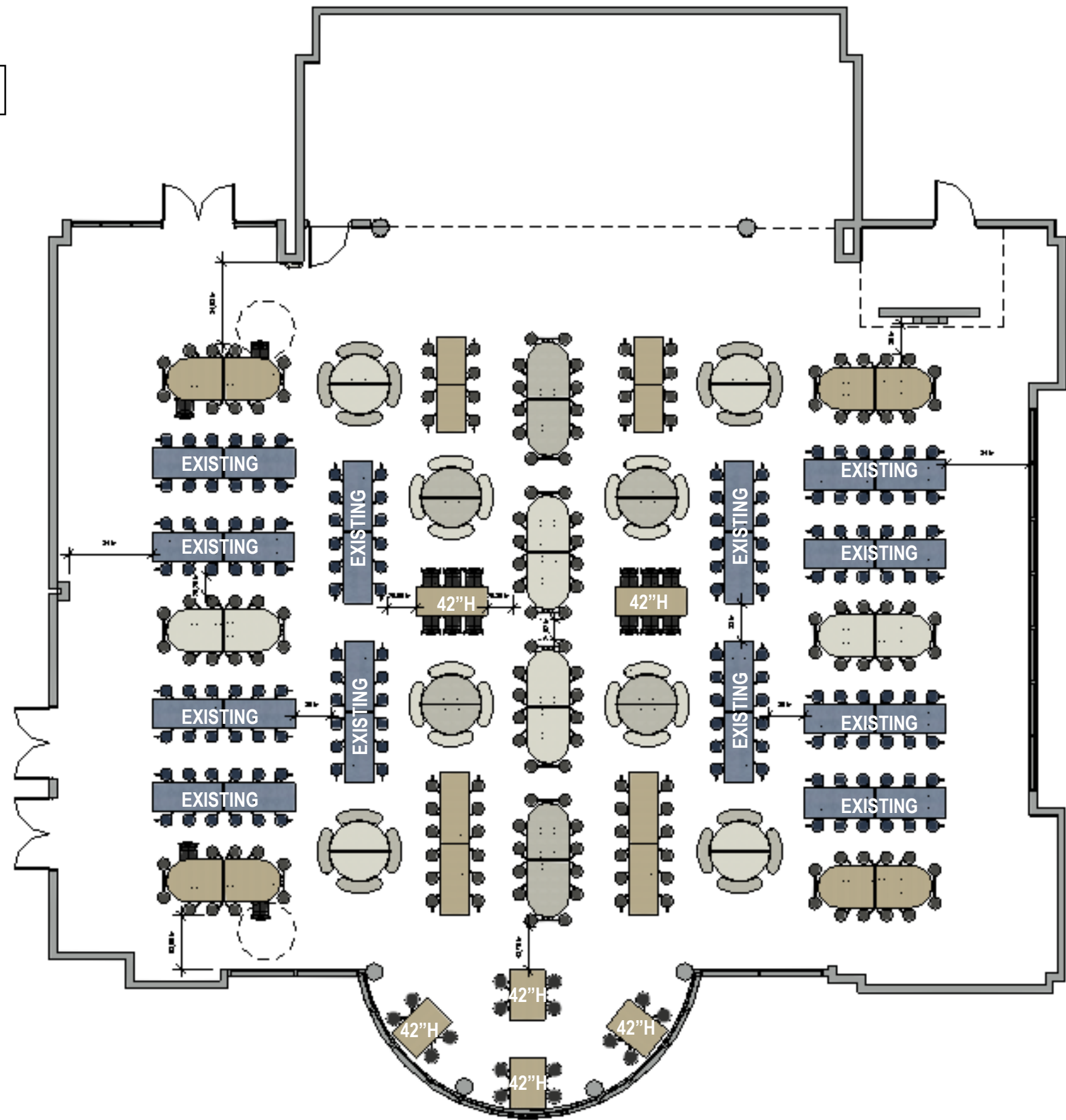


Exclusively For:  
**South Brunswick  
High School**





CAPACITY SHOWN:396



ISOMETRIC VIEW







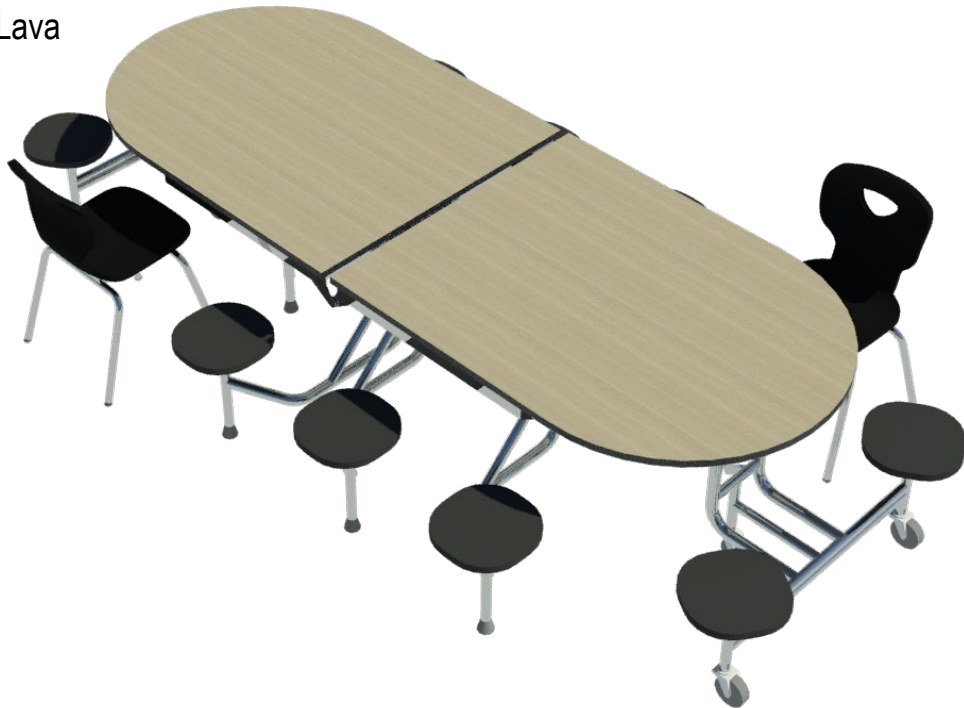






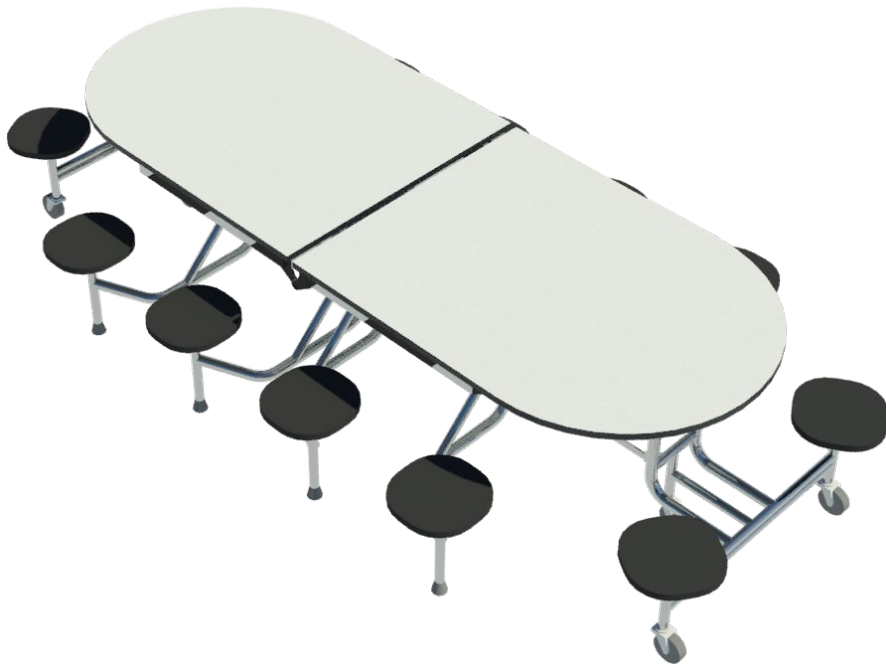
59T ELONGATED ADA MOBILE TABLE

Laminate Top: Formica Ashwood Beige  
EdgeGuard: Black  
Frame: Silver  
Stools: Lava



59T ELONGATED MOBILE TABLE

Laminate Top: Varies  
EdgeGuard: Black  
Frame: Silver  
Stools: Lava



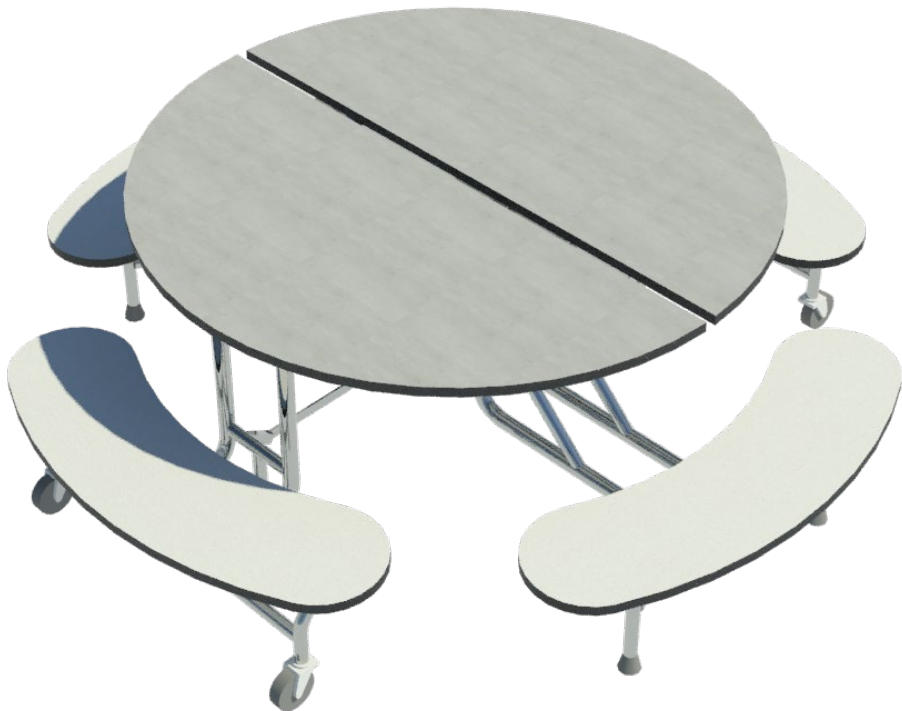
42”H AERO RECTANGULAR TABLE

Laminate Top: Formica Ashwood Beige  
EdgeGuard: Black  
Frame: Silver



59T ROUND MOBILE TABLE

Laminate Top: Varies  
EdgeGuard: Black  
Frame: Silver  
Benches: Varies



RALLY TABLES

Laminate Top: Formica Ashwood Beige  
EdgeGuard: Black  
Frame: Silver  
Stools: Black Metal  
Locking Casters

*\*Legs swing in and out from magnetic base.  
\*\*Legs spring down to floor when occupied. When not occupied, leg base plates hover slightly above floor to prevent scratching when pushed in to base.*

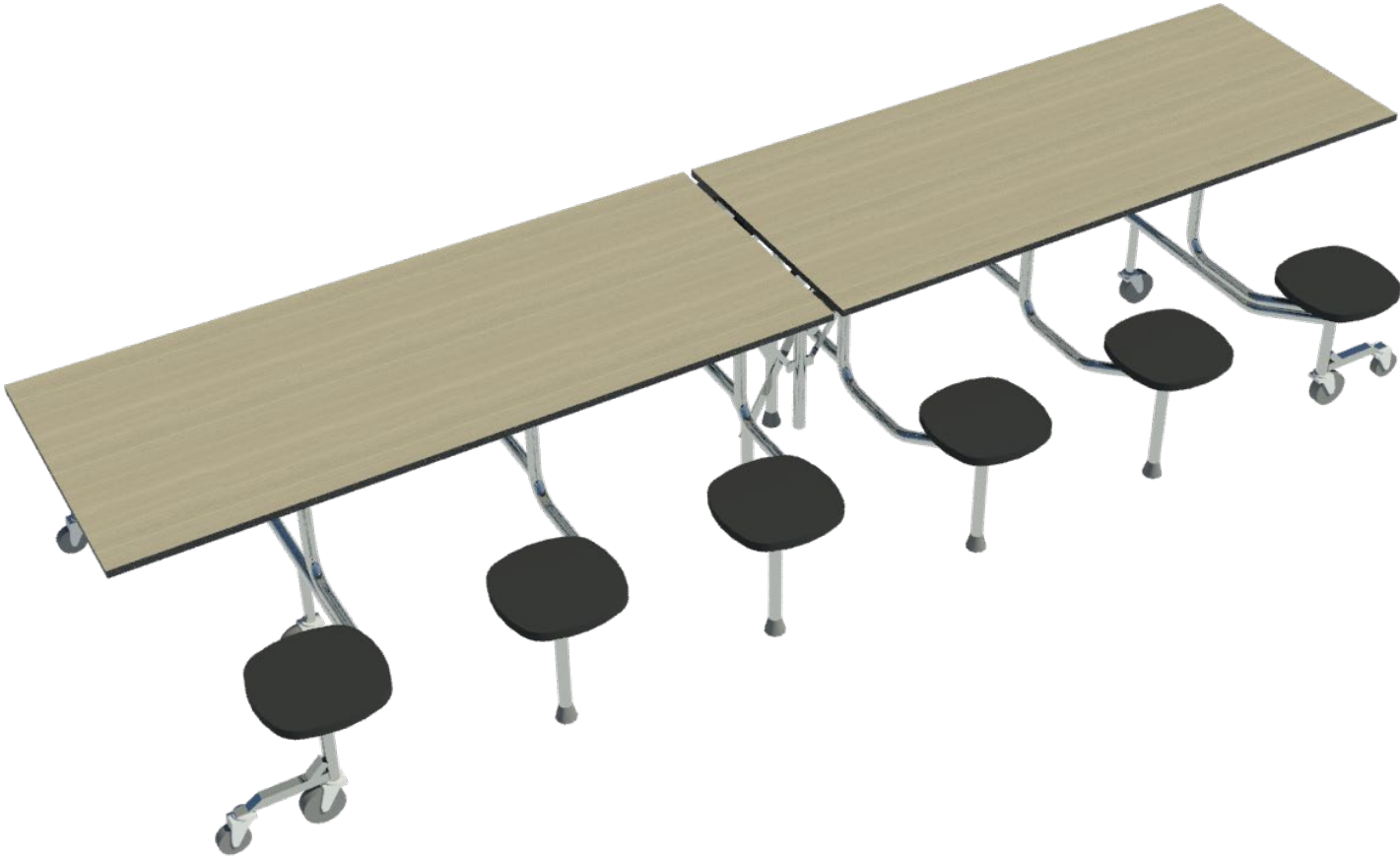
METHOD CHAIRS & STOOLS

Seat: Black  
Frame: Silver



**12' 60T RECTANGULAR MOBILE TABLE**

Laminate Top: Formica: Ashwood Beige  
EdgeGuard: Black  
Frame: Silver  
Stools: Lava



**8' 60T RECTANGULAR MOBILE TABLE**

Laminate Top: Formica: Ashwood Beige  
EdgeGuard: Black  
Frame: Silver  
Stools: Lava

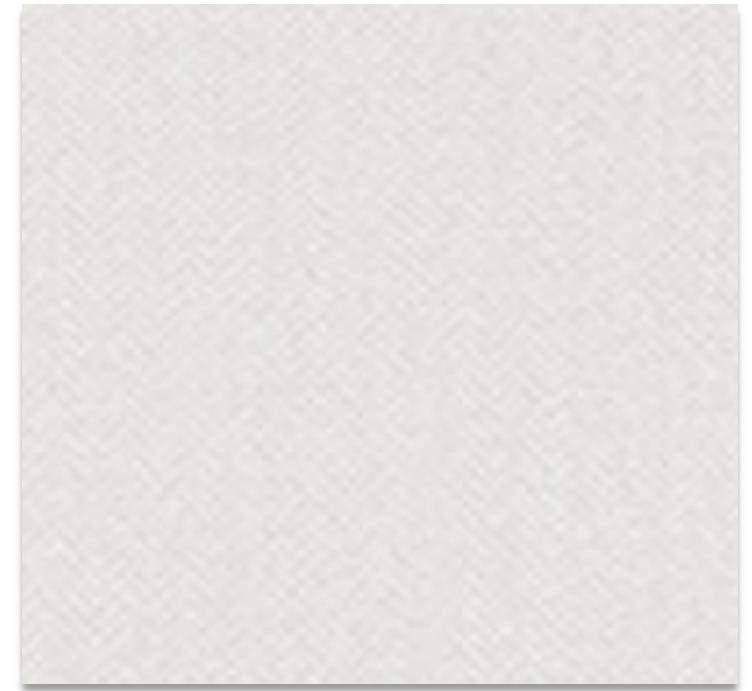




**LAMINATE #1**  
WA Backyard Patio  
Y0755-38



**LAMINATE #2**  
Formica: Ashwood Beige  
5785-NG

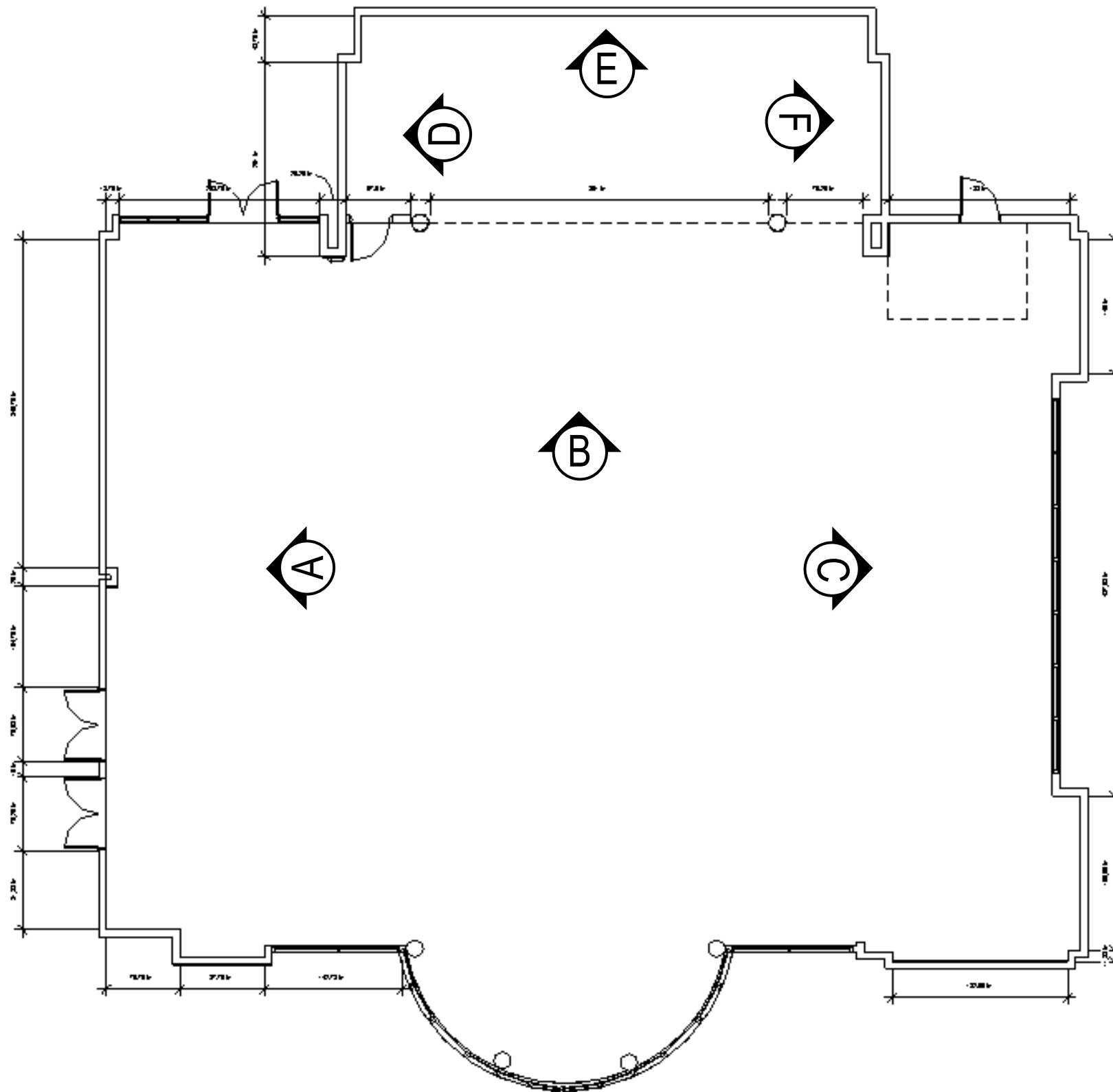


**LAMINATE #3**  
Formica: Cotton Cloth  
8681-58

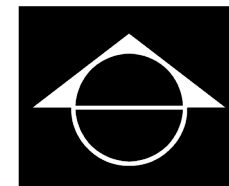


**STOOL #1**  
Lava

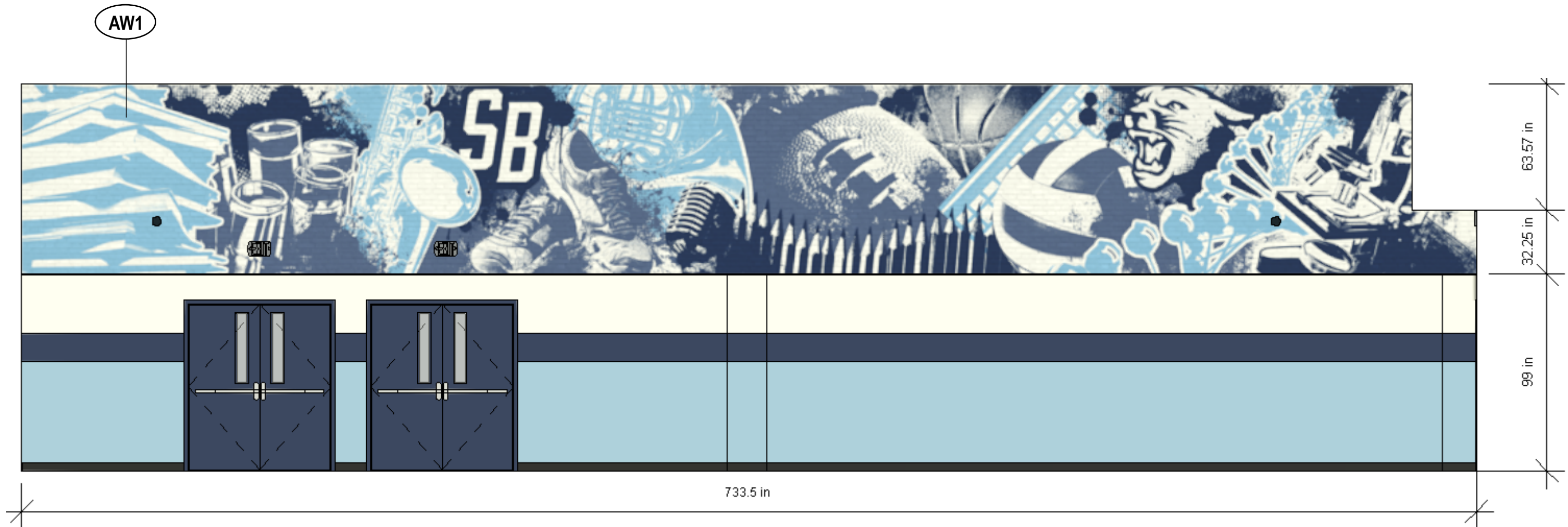




**ELEVATION PLAN**

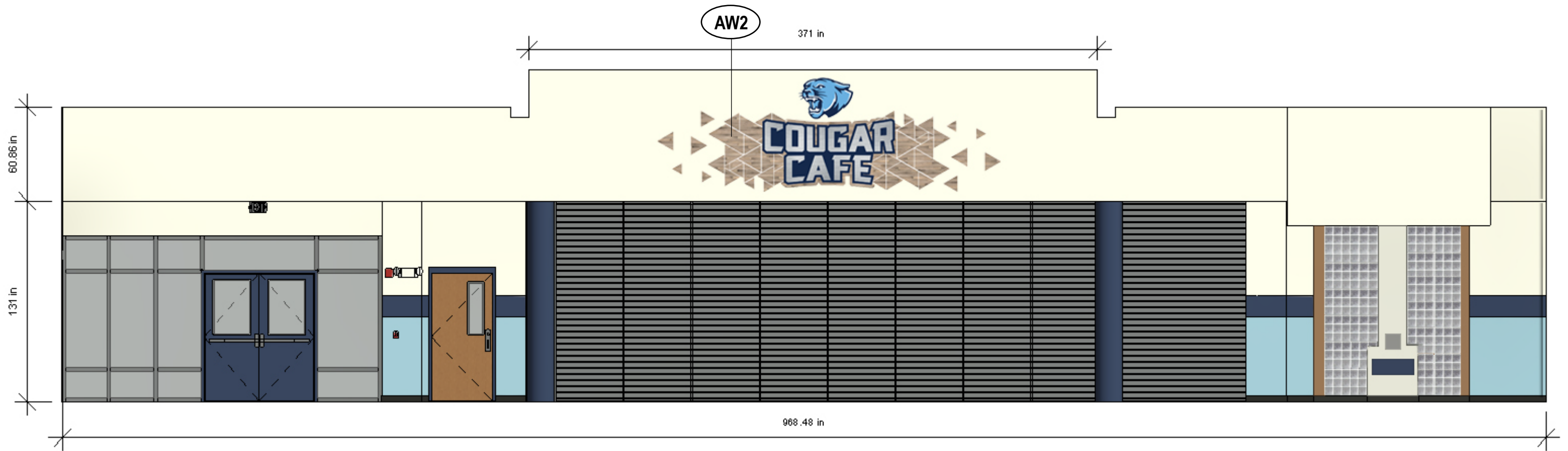






**A** INTERIOR ELEVATION A  
SOUTH BRUNSWICK HIGH SCHOOL

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to installation. NOTE: All paint is existing.



**B** INTERIOR ELEVATION B  
SOUTH BRUNSWICK HIGH SCHOOL

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to installation. NOTE: All paint is existing.





**AW1**

Direct print on 3M 480c Roughwall with Overlam  
Adhered directly to Soffit with High Heat  
Overall Size: 715"W x 95.88"H  
*Adjusted by KV*

**AW2 Assembled**



**AW2a**

Direct Print on 3mm Silver Dibond  
Mounted to the Wall with Aluminum Screw Caps  
Overall Size: 93.75"W x 75.5"H

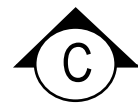
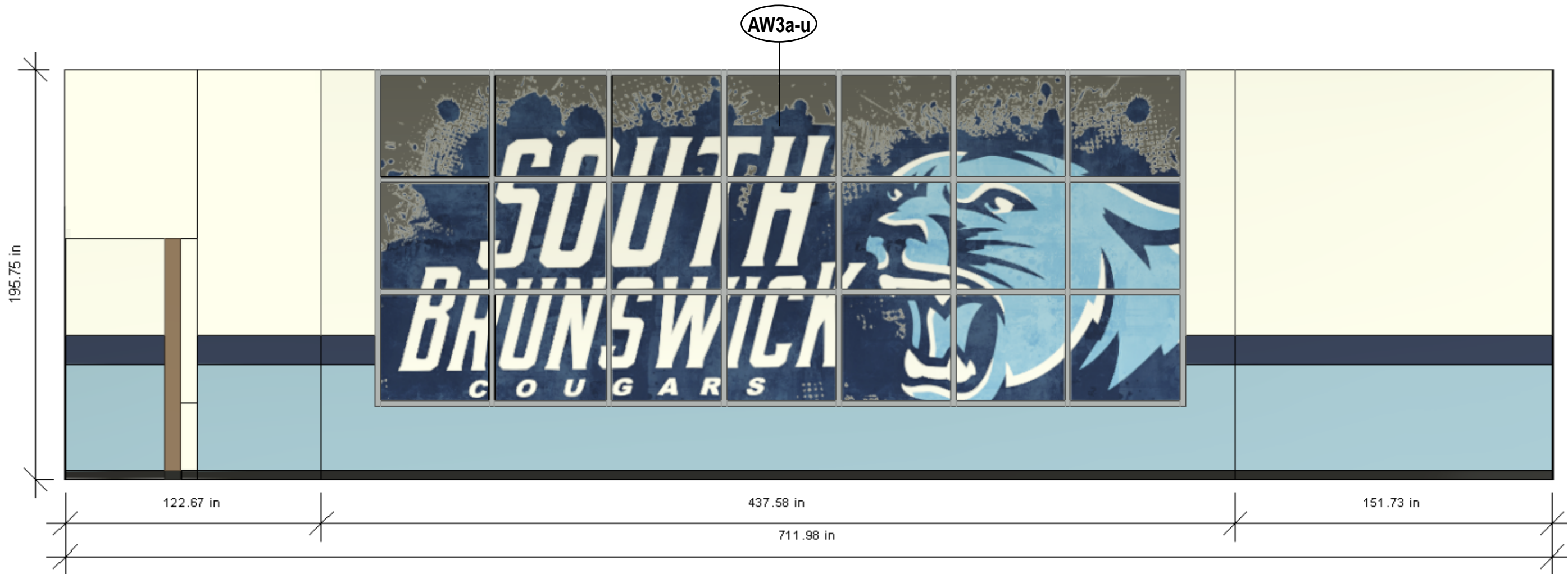


**AW2b**

Direct Print on 6mm White PVC  
Mounted to the Wall with Snap Caps  
Overall Size: 245"W x 59"H

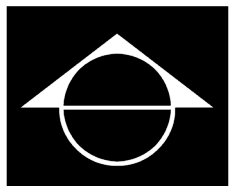






INTERIOR ELEVATION C  
SOUTH BRUNSWICK HIGH SCHOOL

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to installation. NOTE: All paint is existing.







Gray box to show transparency

**AW3a-u**

Direct Print on Optically Clear Window Film with Overlam

Applied Directly to Window

Overall Size: As Listed

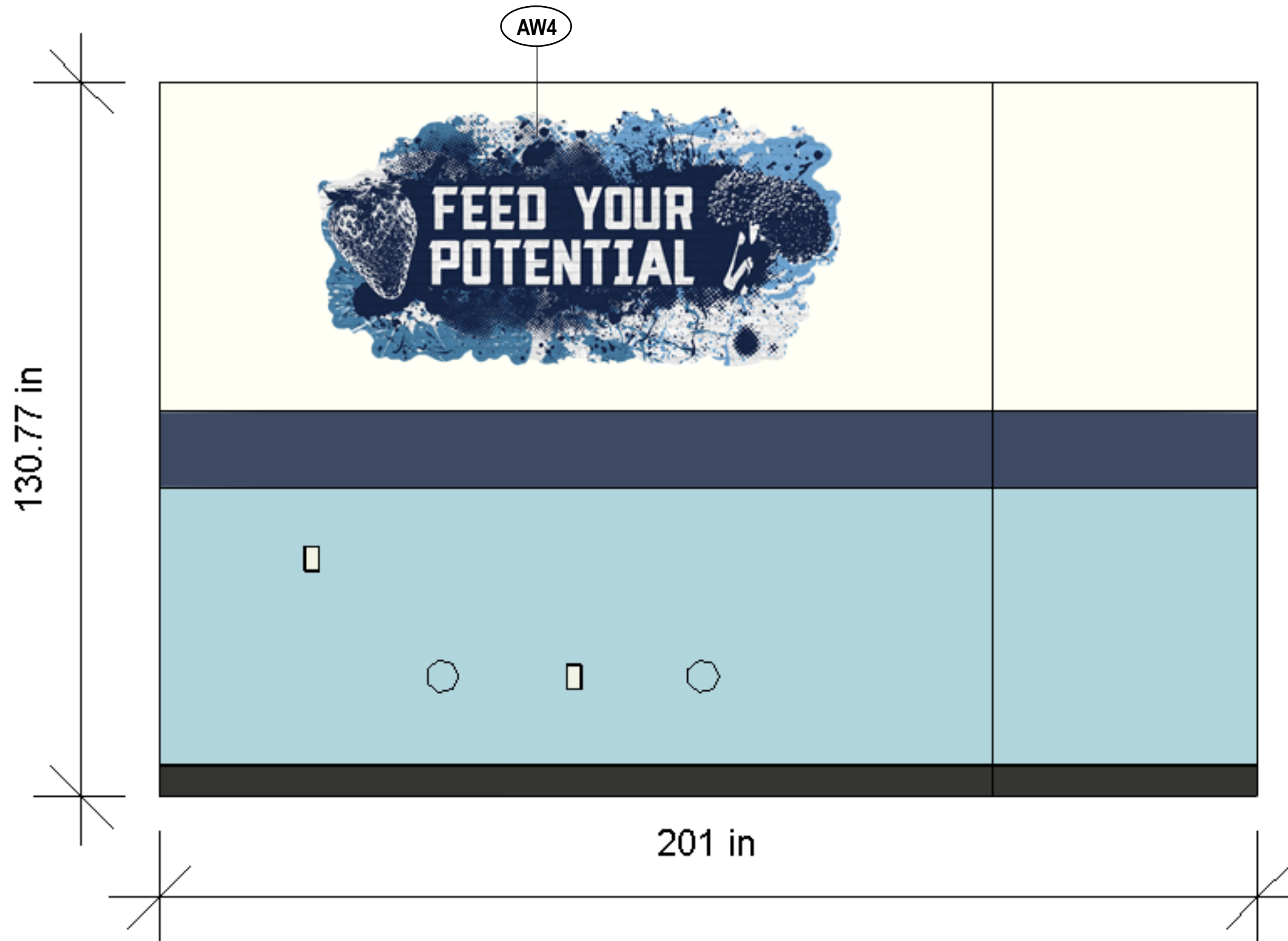
Top Row Windows (each): 52.38"W x 49"H

Middle Row Windows (each): 52.38"W x 50.56"H

Bottom Row Windows (each): 52.38"W x 50.56"H

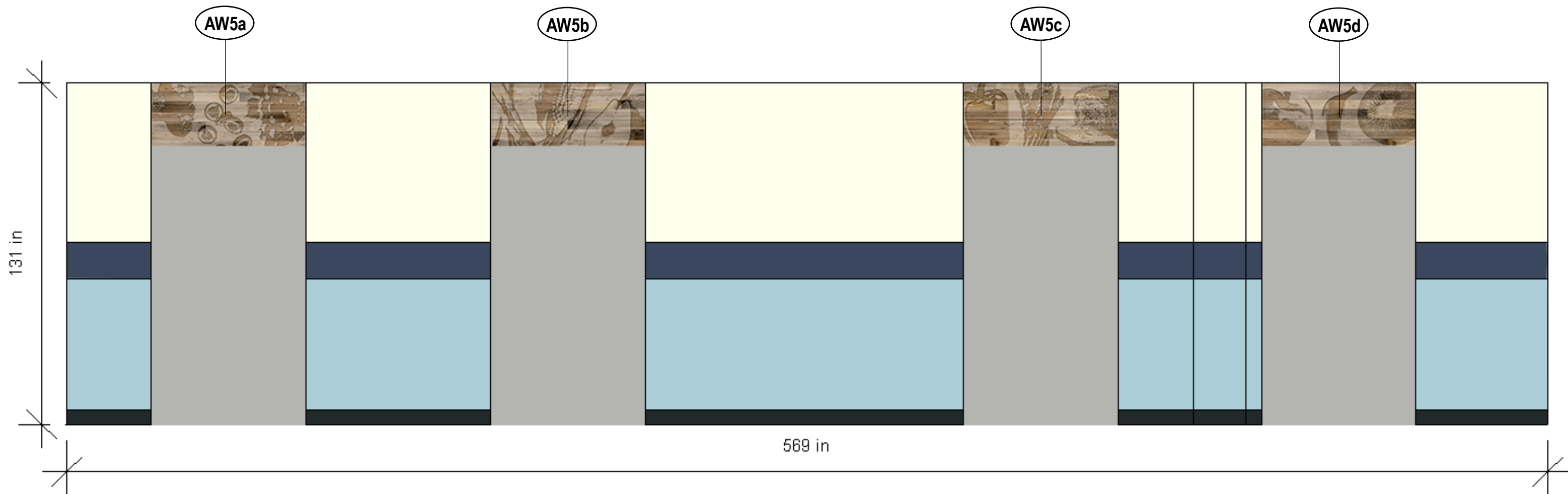






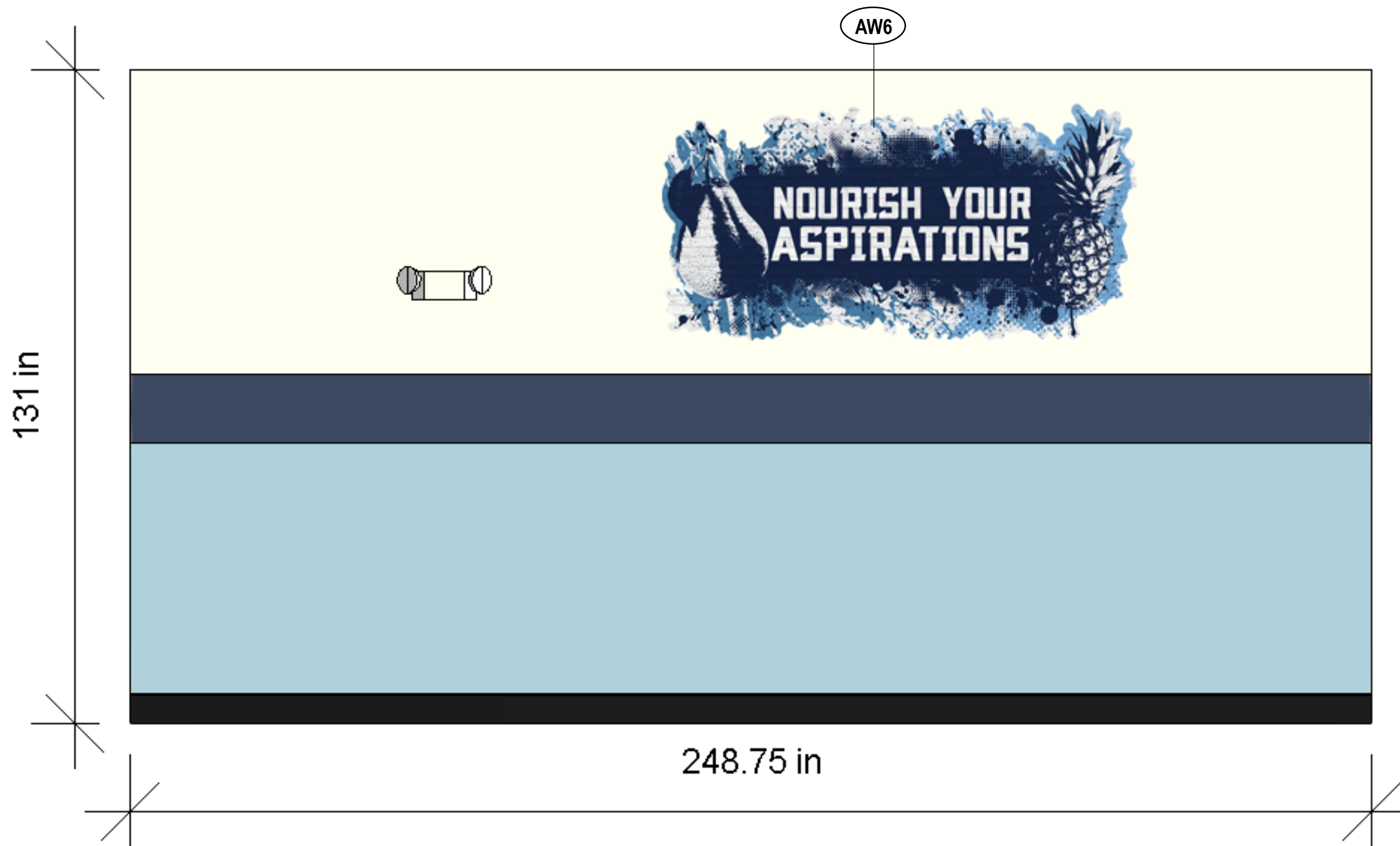
**D** INTERIOR ELEVATION D  
SOUTH BRUNSWICK HIGH SCHOOL

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to installation. NOTE: All paint is existing.



**E** INTERIOR ELEVATION E  
SOUTH BRUNSWICK HIGH SCHOOL

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to installation. NOTE: All paint is existing.



**F** INTERIOR ELEVATION F  
SOUTH BRUNSWICK HIGH SCHOOL

NOTE: School is responsible to remove unwanted wall-hung items and patch walls prior to installation. NOTE: All paint is existing.



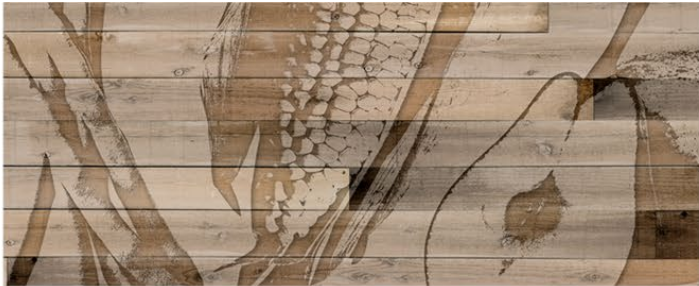
**AW5a**

Overall Size: 59.75"W x 23.5"H



**AW5b**

Overall Size: 58.06"W x 23.5"H



**AW5c**

Overall Size: 58"W x 23.5"H



**AW5d**

Overall Size: 58.13"W x 23.5"H



**AW5a-d**

Direct Print on 6mm White PVC  
Mounted to the Wall with Snap Caps  
Approximate Sizes: As Listed  
*Adjusted by KV*



**AW4**

Direct Print on 6mm White PVC  
Cut to Shape  
Mounted to the Wall with Snap Caps  
Approximate Size: 95"W x 47"H



**AW6**

Direct Print on 6mm White PVC  
Cut to Shape  
Mounted to the Wall with Snap Caps  
Approximate Size: 95"W x 47"H





## **Mobile folding cafeteria table specs**

- **Table top-  $\frac{3}{4}$ " M-3 industrial grade particleboard ( no MDF ) to be secured to frame with #10- $\frac{3}{4}$ " screws ( no rivets )**
- **Edge- EdgeGuard sprayed on polyuria treatment. No T Mold**
- **Frame- MIG welded, self-supporting, with 14ga. steel and 1" plus  $1\frac{1}{4}$ " steel tubing**
- **Casters- 6ea. heavy duty casters are 4" Dia. x  $1\frac{1}{4}$ " Poly II gray rubber with ball bearings and swivel**
- **Stools- 13" quadrangular shaped stools of high impact polypropylene and mounted directly onto a 6" sq. steel plate with 4 screws**
- **UL Listed**