

# Old Main STREAM Academy Charter School

## Child Nutrition Services



202 South Odum Street  
Post Office Box 128  
Pembroke NC, 28372  
(910) 775-9191  
oldmainsa@gmail.com

## REQUEST FOR PROPOSALS

FOR

## SCHOOL NUTRITION SOFTWARE

Issued on: Tuesday, August 6, 2024

Due Date: Friday, August 30, 2024, 2:30 pm

Administered by: Dr. Christopher Clark, Dean of OMSA

This RFP includes the following document component

Request for Proposal

Exhibit A: System Specifications, Features, and Capabilities

Standard Terms and Conditions

Proposal Certification Form

Certification Regarding Debarment, Suspension, and Other Responsibility

Matters–Primary Covered Transactions Forms

Certification Regarding Lobbying Form

HUB Statement

## REQUEST FOR PROPOSALS

Proposals will be received by Old Main STREAM Academy (OMSA), Child Nutrition Services, hereby referred to as OMSA CNS or CNS, until Friday, August 30, 2024 at 2:30 p.m. at the office of Old Main STREAM Academy for the following:

### FOR SCHOOL NUTRITION SOFTWARE

OMSA plans to contract for school nutrition software, including meal planning, nutritional analysis, point of sale, student management, and more to service the school cafeteria.

All proposals submitted must meet or exceed the specifications as outlined in the REQUEST FOR PROPOSALS. Sealed proposals shall be mailed or delivered to the following no later than the date and time noted above:

Dr. Christopher Clark, Dean  
Old Main STREAM Academy  
Child Nutrition Services  
202 South Odum Street  
P.O. Box 128  
Pembroke, NC 28372  
(910) 775-9191  
[christopher.clark@oms.academy](mailto:christopher.clark@oms.academy)

**IMPORTANT NOTE:** The name of the company submitting the proposal and the words “SOFTWARE PROPOSAL” should be printed on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above. Proposals submitted via telegraph, facsimile (FAX) machine, telephone or other electronic means, including but not limited to email in response to this RFP will not be accepted.

All proposals are confidential and will not become public knowledge until opened. OMSA CNS reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. With this solicitation, OMSA CNS intends to award one contract and does not anticipate multiple awards. This contract will not be awarded solely on the basis of cost. Rather the contract for this service will be awarded to a responsible vendor who best meets the needs of OMSA CNS based on services, abilities, reputation,

performance, and cost.

### **Procurement Method**

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

### **PROPOSAL SUBMISSION REQUIREMENTS:**

Proposal submissions shall include at a minimum, but not limited to the following documents:

- Proposal Certification Form and attached detailed pricing sheet(s)
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification Regarding Lobbying
- HUB Statement
- References (North Carolina client references preferred, if available)
- Proof of Insurance
- Vendor Literature describing the services and products proposed for this Contract

### **SCOPE OF WORK:**

#### **SCHOOL NUTRITION SOFTWARE**

OMSA CNS is seeking specialized software for the operation of the School Nutrition Program for both front of the house and back of the house services, including Meal Planning, Nutritional Analysis, Point of Sale Operations, Student Management, Online Parent Services, Inventory, Production Records and Financial Management. The software will be utilized to operate and manage the cafeteria operations.

OMSA CNS operates the National School Lunch Program, School Breakfast Program, and After School Snack. Old Main STREAM Academy does not currently use software—this is the first implementation. We have central cold storage facilities, but do not have a central warehouse. The local education agency transports prepared foods to the school site.

**EXPERIENCE & REFERENCES:** Prospective vendors shall include with the proposals a list of clients and contact information for which it provided similar to the scope of work described herein. OMSA CNS reserves the right to conduct reference checks using this information.

**SUBCONTRACTING:** Subcontracting will not be permitted under the scope of this contract.

**INSURANCE:** Prospective vendors shall include with their proposal proof of insurance coverage for both product liability and person or property damage caused by their employees. Such insurance must include, but not necessarily limited to, automobile coverage, commercial general liability, and worker’s compensation, as defined in the Standard Terms and Conditions.

**PRICING:** Vendor shall attach pricing information to the Proposal Certification forms provided by OMSA CNS in this RFP, including any and all billing charges. Prices shall be per unit of delivered service to each end-user location (school) and shall include any other charges incurred. Billing rate(s) should remain fixed through the duration of the contract. Prices shall not include state sales tax or federal excise tax.

**PROPOSAL EVALUATION/INTERVIEW/AWARD**

Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the contractor and its staff, and cost. Each submission will be evaluated according to the below criteria:

**Scoring ~ Weighting of**

Technical Criteria	Points
1.SOFTWARE COMPATIBILITY WITH DISTRICT NEEDS	35
2.PRICING	20
3.IMPLEMENTATION TIMELINE	15
4.TRAINING PROGRAMS	15
5.REFERENCES	15
Total	100

After reviewing the submission of written proposals, vendors will be selected and invited to demonstrate the proposed products. No meeting with vendors will be accepted prior to the selections for demonstrations.

Anticipated dates for demonstrations: September 3-September 9, 2024. Demonstrations may be held virtually or in person and should include a detailed overview of each module.

**REQUESTS FOR CLARIFICATION:**

CNS will not be bound by or be responsible for any interpretations or conclusions from this RFP. All questions or requests for clarification or additional information must be submitted in writing by the deadline defined in the section in this RFP entitled “Important Dates”. These written questions or requests must be submitted to Dr. Chris Clark, Dean of OMSA ([christopher.clark@oms.academy](mailto:christopher.clark@oms.academy)) or [oldmainsa@gmail.com](mailto:oldmainsa@gmail.com) Any questions CNS feels are pertinent to all interested contractors will be posted on the OMSA website, <https://www.oldmainstreamacademy.com/>, as addenda to the RFP. Any information given verbally by any OMSA employee shall not be considered binding. In no event may a contractor rely on any oral statement or communication regarding the RFP by OMSA or its agents, advisors or consultants.

**CONFLICT OF INTEREST:**

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

**IMPORTANT DATES:**

Final Date for submitting written questions: August 14,2024

Final Date for Addenda Posting: August 16, 2024

Deadline for Submitting Proposals: August 30, 2:30 p.m.

Product Demonstrations (select vendors): September 3-September 9, 2024

Anticipated Award Date (tentative): September 14, 2024

Programming/Implementation to begin: Immediately upon award

## **OLD MAIN STREAM ACADEMY CHILD NUTRITION SERVICES RFP-SCHOOL NUTRITION SOFTWARE**

---

### **Preferred System Specifications, Features, and Capabilities:**

Provide all of the following cloud-based modules: Point of Sale, Online Free & Reduced Application Processing, Inventory, Purchasing, Menu Planning, Online Menus, and Nutritional Analysis, and Production Records, Accounts Payable, Accounts Receivable, and General Ledger.

Entire solution must be 100% cloud-based and hosted by the vendor in a secured datacenter located in the Eastern time zone.

Entire solution must be available from any internet where from any browser with access to the internet.

CPU, RAM, Storage and Bandwidth must be scalable to accommodate increased data transfer rates for the solution.

Solution must provide a centralized database dedicated to only OMSA District.

SLA must provide guaranteed uptime of solution at least 99% or higher.

Vendor must conduct regular third-party security audits to ensure the security of their cloud-based infrastructure.

Must be PCI compliant.

All system modules must use and reference the same integrated database with real time updating between modules.

Be modular and allow the district to add or remove modules or terminals as necessary.

Provide granular security permissions that can be set per user or by user group.

Build in exports for Excel, CSV, Word, Text, and PDF.

Must provide a log or tracking of cloud based backups.

Must have the capability to easily create and access database backups.

### **Point of Sale**

Terminals must run completely inside a browser.

Terminals must continue to run uninterrupted if internet connection is interrupted.

Allow a serving session to run beginning to end without an active internet connection to that terminal.

Data to include student information, pictures, balances, and eligibility status must be cached within the browser.

Item button name is customizable.

Must support customizable covert codes for eligibility. For example: Free shows as “2”.

Ability to automatically generate unique POS identifiers for students and staff.

POS must be touch screen friendly.

Ability to accept cash and checks for each transaction at the manager terminal or cashier line.

Ability to deposit excel collected money as an account deposit.

Ability to give change by providing cashier with correct change.

POS must include a smart search to find students and staff. Smart search must automatically search with each character entered, immediately narrowing down search results.

Ability to recall the last transaction.

System must detect reimbursable meals served and not allow duplicate reimbursable meals.



Provide a training mode that allows staff to run the POS with all current data and settings, simulating live transactions but without impacting any accounts.  
**Point of Sale Reports**

Ability to create reports in all the following formats: PDF, Excel, CSV, Word.

Ability to create and save an unlimited number of report templates.

Ability to assign report templates to individual users or user groups.

Ability to build custom reports.

- Build report by selecting data fields and the order of data fields.
- Set custom sort order of data fields.
- Group data by groupings such as school or grade level.

System must continue to function normally while a report is being run. Report requests must be pushed to the background while processing.

### **Point of Sale Hardware**

Ability to use a combination keypad/barcode scanner for entry of PIN, ID, or Barcode.

Support meal and a la carte sales

Ability to use current site computers, laptops, tablets.

Must support two pin pads connected to the same terminal. Both pin pads must work simultaneously to allow two lines to go through one terminal.

### **Eligibility**

Complies with current USDA and state application regulations.

Include online Free/Reduced meal applications.

Must provide online meal applications in any language needed by the district.

Allow parents to fill out online applications without having to create an online account.

Ability to display a customizable message when online applications are completed.

Ability to create and track an unlimited number of online meal application statuses.

Must enforce data entry in required fields to ensure completed applications.

Ability to track notes on the application record.

Eligibility letters to parents must be fully customizable.

Ability to print or email eligibility letters from the application record.

Keep a record of all notifications sent regarding that application.

Each application must include a change history to track all changes made to an application.

Ability to print paper copies of online applications.

System must detect and track duplicate meal applications.

System must support an upload of the district's direct certification file that automatically matches to enrolled students.

System must allow certification to be run as often as needed.

System must support multiple Meal Benefit Expiration Dates.

Second reviewer option on applications.

When entering an application, the system automatically resells all student meals at the correct rate based on the application's entered received date. Including crediting a student's account back and appropriately updating all reimbursement claims and editing check reports.

Automatic reselling of meals must not modify closed reporting periods.

## **Verification**

Must be a streamlined process.

Must provide the ability to select a specified number of applications at random.

Must have a status screen for verification that displays a list of all selected applications, their current status in verification, their initial eligibility status, their final eligibility status and what type of application they completed.

### **CEP**

System must accurately track and report all students based on their eligibility status and not just mark them as free.

System must support each school based on their status. CEP and non-CEP school site in the district.

### **Menus**

USDA approved Nutrient Standard Menu Planning.

Food based component menu planning.

Inventory/Commodity/Ingredient Management.

HACCP, Allergens in the ingredients, and Target Temperature support.

Display costing per serving and cost per plate.

Calendar menu can be printed and exported to other programs to allow for enhancement with graphic and additional notes.

Allow export of menu into web-display to allow for enhancement such as allergen codes & nutrition information.

Scale menu forecast based on entering overall meal count forecast.

Distinguish between reimbursable meal forecast, pre-k, and a la carte forecast for nutritional analysis.

Analyze actual nutrition data after the production record is complete.

Allow users to view actual nutrient analysis based on amounts entered from production records.

District can determine and set up categories based on needs- such as entree, vegetable, fruit, etc.

Each inventory offers the option to multiple unit definitions, food components, and links to nutrition data.

Recipes support multiple serving units.

Each recipe allows for multiple serving unit descriptions, food component definitions, and links to an ingredient and/or finished goods nutrition data.

Downloaded ingredients/recipes cannot be edited by the user/site. Users can adjust the # of servings.

Manual entry of nutrition data.

Allow district users to add nutrition received from manufacturer specifications and labels.

Ability to print detailed menu formatted reports showing each menu items nutrient contents, i.e. carbohydrates, fat, calories, etc. not just total nutrients for the day.

Ability to generate a report that compares the planned menu to the meal pattern requirements and produce a compliance report.

Ability to scan and attach documents such as nutrition facts and photos to recipes.

Ability to sort recipes into customizable categories.

Must provide the ability to create and track an unlimited number of HACCP control measures.

Ability to customize the way a recipe appears on menus and menu board without changing the database name of that item.

Ability to add ingredients to each step of a recipe.

Step by step instructions must be fully customizable in a rich text/WYSIWYG editor.

Rich text/WYSIWYG editor must include custom text including font options, colors, bold, italics, underlines, bullet points, indenting, pictures, tables, alignment and an undo button.

Rich text/WYSIWYG customizations must print out when the recipe is printed to PDF.

Ability to drag and drop to change the order of recipe steps.

Ability to print recipes that automatically scale to a user entered yield.

Ability to print recipes to scale to include the smallest prepared quantity.

Recipe must automatically display the allergen information entered on its ingredients. Ex: If a bread ingredient contains wheat, the recipe should automatically display a wheat allergen based on that bread ingredient.

A recipe's nutrients must automatically be calculated based on the ingredients added to that recipe.

Ability to track multiple serving sizes on each recipe. System should automatically recalculate nutrients based on the weight or volume of that serving size.

System must automatically convert measurements seamlessly between multiple measurements (pounds to ounces) and back and forth between metric and standard measuring systems (grams to ounces).

Ability to handle recipes entered at any scale. Ex: system can support a recipe for 100 sandwiches or a recipe for 1 sandwich.

Allergens entered with ingredients automatically update on recipes.

## **Online Menus**

Online menus must be accessible without a login.

Ability to embed the online menu on a 3rd party website.

Online menu should include all nutritional information, allergens and recipe

pictures uploaded during menu planning. Must not require information to be re-entered.

Online menu must be filterable by allergens.

### **Food Production**

System must be USDA approved software for Menu Planning and Nutritional Analysis.

Ability to create and track multiple Nutrient Standards.

Ability to copy menu plans.

Provide a month calendar view of menu plans that show day by day compliance and week by week compliance on the same screen.

Provide a daily worksheet that analyzes the offered menu and ability to print within certain date ranges.

Ability to duplicate ingredients and recipes & ability to make changes to those. Activate and deactivate ingredients and recipes.

### **Production Records**

Production record approved by NC DPI.

Print production records based on local and state guidelines.

Production records must pull automatically from the menu plan assigned to that day.

Ability to print a production worksheet.

Hide or display ingredients of the recipe.

Ability to return finished goods to stock or spoil finished goods after posting usage.

Left-over management.

Allow site managers to add leftovers to the menu.

Allow adjustment of preparation requirements based on leftovers available.

## **Financial**

Mirror LEA's financial software.

State FC1-A report set up, view and print.

Statistical report that includes labor hours, supplemental sales, meal counts, plate cost.

Assure steps to integrate with legacy software.

## **Accountability**

Complies with current USDA and state meal regulations.

Support North Carolina reporting requirements.

Government reporting for claims. Must integrate with the North Carolina claiming system.

Must include a fully integrated accounting module including a General Ledger, Accounts Payable and Accounts Receivable.

Allow the OMSA district to create and maintain a list of customers.

Allow the OMSA district to create and track customer documents.

Allow the OMSA district to create customer invoices.

Ability for the OMSA district to accept and track customer payments.

Direct integration between accounts payable module and inventory module by connecting received items to vendor bills.

Ability to track vendor bills and track payments.

Include a General Ledger.

Generate USDA Edit check report based on daily attendance.

Generate USDA approved reimbursement report.

Support Community Eligibility.

Reports are displayed on screen with the option to save, print, or export the report.

Bank deposit reconciliation.

Shows bank deposit discrepancies

### **Purchasing**

Must provide vendor integration for placing orders.

Ability to block items from appearing at specific sites.

Ability to block sites from ordering specific items.

Summarize orders for multiple sites for drop ship by vendor.

Ability to generate an official purchase order through the LEA's financial software.

Supports a perpetual inventory model.

### **Inventory**

Supports a perpetual inventory model.

On hand quantities should be listed on every ingredient, item and recipe without manually running reports for that item. Must include totals per location, amount on order, deficits and totals.

Ability to conduct physical counts.

-Generate a consolidated list of only the items that are currently in inventory.



- Support blind inventory counts.
- Does not require users to enter a zero when no inventory is present for that item.
- Ability to do counts at any time at any location
- Ability to track physical counts by case or item.

Ability to enter manual item adjustments.

Ability to create and track custom manual adjustments such as food spoilage or daily usage with reasons.

Ability to create, build and customize shopping lists. For example: Build a shopping list of all required paper products so those items don't have to be added one at a time.

Identify food and non-food items.

Identify purchased and commodity items.

Ability to view all active orders across the district by school or by item.

Ability to require district level approval when ordering specific items.

Ability to require approval on any order for a specific school or district wide.

Ability to create a safety stock "par" requirement for any item.

Ability to generate orders by any of these factors: category, vendor, user defined shopping list, safety stock "par", back orders or production records.

Ability to automatically generate orders and required quantities by analyzing planned production records and current inventory.

Ability to create, customize and track an unlimited number of vendors.

When receiving items, ability to add additional items, change quantities, set a storage location, change the cost, create an order reference number, add notes to the item receipt.

Allow sites the option to receive all items or to enter changes for items not received.

Allow sites to transfer products between each other and report to track the product.

- Requires sites receiving products to accept the transfer to complete the transaction or product reverts back to the transferring site.
- Ability to generate reports detailing product transfers by site.

Must be able to post receipt of items with and without a bill.

Must support an optional barcode scanner.

Ability to assign multiple storage locations per school site.

### **Student Management**

System must have a smart search to be able to lookup accounts within one window. For example: John Doe ID 1000 can be searched by do, j, jo, 1000, etc.

Provide student search by student address, city, state, zip, head of household, phone, date of birth, student tag, enrollment status, school and grade from one screen.

Ability to attach files directly to a student record.

Files attached to students must follow them year to year, school to school.

Ability to make and store notes directly on a student record.

Ability to add and track an unlimited number of allergies that display to POS terminals.

Ability to add and track an unlimited number of dietary & religious restrictions.

Ability to add custom alert messages to any student to display at POS.

Provide the last five years of student account transactions on the student record.

Provide automated imports of student pictures from PowerSchool.

### **Online Parent Portal**

Must be mobile responsive.

Available in a free mobile app in the Google Play and App Store  
Online payments to student lunch accounts must be updated frequently in order to be available for use at point of sale within 30 minutes maximum from posting.

Student transactions at the point of sale are available to view on the Parent Portal within 30 minutes after transaction.

Provide student account balance transfers between students at no cost to the parent or district.

Allow parents to link students to their account based on customizable criteria. District can choose which information parents must provide to link students to their account.

Allow parents to set up payment reminders.

Allow parents to set up recurring payments based on any of the following criteria: Weekly, Twice a Month, Monthly or when a balance reaches a specific amount.

Recurring payments can be made on one account, or spread across multiple accounts. Must not have a minimum payment amount.

No hidden cost can be passed to the district. All included transaction costs are visible on the Parent Portal.

Low convenience fee for parents.

Must allow parents to put money on all attached student accounts with only one transaction fee.

Software provider must assume all liability for transactions made on the Parent Portal.

Provider must provide support for parents using the Parent Portal.

Provide detailed monthly banking and financial reports.

## REQUEST FOR PROPOSALS

### FOR THE Old Main STREAM Academy BOARD OF EDUCATION NONPROFIT CHILD NUTRITION PROGRAM

#### STANDARD TERMS AND CONDITIONS

##### A. Scope and Purpose

It is the intent of the OMSA CNS to contract with an interested party or parties to provide specialized software to help operate and manage the School Nutrition Program, including the National School Lunch and National Breakfast Programs for the Old Main STREAM Academy's nonprofit Child Nutrition Program.

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

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

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

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

CNS.

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

### **B. Contract Time Period**

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

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

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

### **C. Addenda**

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

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

### **D. Product Specifications**

Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought, and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

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

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

## **E. Pricing**

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

In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire proposal.

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

“Cost Plus” proposals will not be accepted unless otherwise requested in this RFP.

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

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

## **F. Delivery and Transportation**

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

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

## **G. Warranties**

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

A minimum of 90-days product guarantee or the manufacturer’s standard commercial warranty, whichever is greater, shall apply to all products purchased under this RFP. This warranty shall provide for replacement of defective merchandise from the OMSA CNS location and delivery of the

replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

## H. Insurance Requirements

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract. Contractor shall submit prior to award of contract Certificates of Insurance for their Worker's Compensation and General Liability Insurance which outlines comprehensive, liability, and bodily injury coverage for each accident and person.

*Old Main STREAM Academy must be endorsed as an Additional Insured on the commercial general liability policy.*

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

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

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



*The certificate holder shall be named Attn: Child Nutrition Services, Old Main STREAM Academy, P.O. Box 128, Pembroke, NC 28372.*

## **I. General Indemnity**

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

## **J. Proposal Evaluation and Award**

OMSA CNS reserves the right to waive any or all proposal irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposals in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.

It is not the policy of the OMSA CNS to purchase on the basis of low proposal price alone. All proposal items are subject to evaluation and approval by OMSA CNS. In evaluating the proposals received and determining the best value for , the OMSA CNS may consider any combination of the following criteria: (1) the purchase price; (2) the extent to which the goods and/or services meet the needs of OMSA CNS; (3) the vendor's level of prior experience and reputation performing the specified services; (4) the vendor's past performance with OMSA CNS; (5) the warranties offered and the vendor's warranty service history; (6) the vendor's location, service, and delivery capabilities; (7) the probability of continuous availability of the goods and/or services offered; (8)

the impact on the ability of OMSA CNS to comply with any applicable laws or rules; (9) the total long-term cost to OMSA CNS to acquire the vendor's goods and/or services; (10) packaging or the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (11) any other relevant factor that a public or private entity could consider in selecting a vendor.

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

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

OMSA CNS reserves the right to require a performance bond as it is deemed necessary.

#### K. Regulatory Compliance

1. The contractor and OMSA CNS mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
2. The contractor agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
3. The contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
4. The contractor shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the

Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

5. The contractor shall comply with the "Buy American" provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
6. The contractor shall comply with the provisions of the Consumer Product Safety Act.
7. The contractor shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form, and the *Certification for Contracts, Grants, Loans and Cooperative Agreement regarding Lobbying* form and shall include these documents as part of the Agreement. (See Attachments)
8. The contractor shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

#### **L. Withdrawal or Modification of Proposal**

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

If there is any question in the mind of OMSA CNS regarding the identity of the proposal or the identity of the offer in relation to any request for the withdrawal of any proposal, OMSA CNS will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by OMSA CNS will require

the completion and signature of a written receipt by the contractor's representative satisfactory to OMSA CNS before the proposal will be released. The decision of OMSA CNS in relation to any matters concerning proposal withdrawal will be final.

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

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

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

#### **M. Substitutions**

OMSA CNS will not accept any substitutes after items(s) have been awarded as specified, unless such substitutions are deemed to be in the best interest of OMSA CNS, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of OMSA CNS will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this Standard Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and the associated financial impacts attached thereto, and may jeopardize any future business from OMSA CNS.

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

Any and all limitations, expectations, qualifications, special conditions, or deviations from these Standard Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the contractor at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the contractor's response will hold the contractor

accountable to OMSA CNS to perform in strict accordance with all these Standard Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the contractor at a competitive disadvantage or otherwise prevent OMSA CNS from considering the affected items(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the vendor to the remedies identified in this Standard Terms and Conditions document entitled “Remedies for Non-Performance of Contract, and Contract Termination” and may jeopardize future business from OMSA CNS.

## **O. Contract and Purchase Order Requirements**

A response to the RFP is an offer to contract with OMSA CNS based upon the Item Specifications and the Standard Terms and Conditions contained in the RFP. Offers do not become contracts unless and until they are both accepted by OMSA CNS through an Award Notice to the contractor, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of OMSA CNS.

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

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

Notwithstanding the above, the payments stated on each individual Purchase Order will be the controlling factor in the determination of payment terms.

Each Invoice should include the vendor's normal payment terms in the event that any Purchase Order fails to address the subject.

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

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

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

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

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

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

Except as otherwise provided for within the Standard Terms and Conditions of this document, this Contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given 1). at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2). an opportunity for consultation with the terminating party, followed by a

reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this Contract will include, but are not limited to:

- a) the vendor's failure to adhere to any of the provisions of the Standard Terms and Conditions of this RFP,
- b) the vendor delivering any product(s)/services(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s)/service(s)
- c) the vendor delivering any substitution(s) of product(s)/service(s) different than those originally proposed and awarded without the prior written approval of the OMSA CNS
- d) the vendor's failure to meet the required delivery schedules as identified in the contract documents, or
- e) the vendor's violation of any other provision contained within these Standard Terms and Conditions or any attachment thereto which provides for contract termination as a remedy.

Notwithstanding anything contained in this section, in the event of the vendor's breach of any provision in this contract, OMSA CNS reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of its members, including, but not limited to, the purchase of other products of like type and quality from other sources in the open market. In the event OMSA CNS elects to purchase other products/services from other sources, OMSA CNS will invoice the vendor for any increased costs to OMSA CNS, and the vendor agrees, by submission of a proposal response, to promptly pay any such charges invoiced.

In the event OMSA CNS terminates this Contract, in whole or in part, for any reason provided for within the contract, OMSA CNS reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible contractor as it deems such award to be in the best interest of OMSA CNS.

Any Contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposal from the defaulting vendor.

In the performance of this contract, time is of the essence and these Standard Terms and Conditions are of the essence.

## **Q. Force Majeure Consideration**

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

The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.

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

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

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



## **R. Termination Without Cause**

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

## **S. Records Retention Requirements**

By signing this proposal, the contractor understands that OMSA CNS, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The provisions herein are not intended to limit access to records under other relevant N.C. and Federal regulations, such as North Carolina Public Records Law.

Additionally, the contractor must provide all documents as necessary for the independent auditor to conduct OMSA CNS's single audit. OMSA CNS will contract to have the single audit conducted as a regular, direct expense to OMSA CNS; OMSA Child Nutrition funds may not be used for this purpose.

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

## **T. Venue**

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

## **U. Waiver**

No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the

waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

## **V. Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

## **W. Extension Clause**

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

## **X. Proposal Acceptance**

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

## **Y. Protest Procedure**

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

## **Z. Criminal Background Checks**

LUNSFORD ACT: The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

**CRIMINAL BACKGROUND CHECKS:** The Vendor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services with the Old Main STREAM Academy/Old Main STREAM Foundation property or at Old Main STREAM Academy/Old Main STREAM Foundation events. The Vendor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Vendor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. Old Main STREAM Academy reserves the right to prohibit any individual employee of Vendor from providing services on Old Main STREAM Academy school site and/or property or at Old Main STREAM Academy events if the Old Main STREAM Academy Board of Directors determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

#### **AA. No Obligation by Federal Government**

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

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

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

**Old Main STREAM Academy  
NONPROFIT CHILD NUTRITION PROGRAM**

**Proposal Certification**

Proposal Name: **School Nutrition Software** | Contract Term: **Award date thru  
June 30, 2029**

Proposal Opening Date and Time:  
**August 30, 2024, 2:30 p.m.**

Location of Proposal Opening:  
**202 South Odum St.  
Pembroke, NC 28372**

---

**Assurances regarding Legal and Ethical Matters  
Proposal Certification Page 1 of 3**

**“USDA is an equal opportunity provider and employer.**

By signing this bid, the offeror assures that:

- (1) he/she has read and understands all the terms and conditions in this document and agrees to be bound by them, and is authorized to submit bids on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her bid response,
- (3) the bid submitted conforms with all item specification, terms and conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this bid is accepted, in whole or in part, the offering entity will furnish any item(s) and/or services awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the

responsibilities associated with this bid,

- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this bid, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this bid, and the offeror will comply with any reasonable request from OMSA CNS to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written bid any and all known suspected matters that would disqualify it from participating in this bid or receiving any award or contract related to this bid, recognizing that the offers failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this bid any such matters which do exist is a material breach of contract which would void the submitted bid or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
- (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the bid are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
- (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold OMSA CNS and its members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract,
- (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect OMSA CNS and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its

agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,

- (12) neither OMSA CNS nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the OMSA CNS declares the offering entity in default,
- (13) he/she understands that by signing the bid with any false statement is a material breach of the contract which will void the submitted bid or any resulting contract(s), and subject the bidder to removal from all procurement lists, and possible criminal prosecution,
- (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

**Proposal Certification Page 2 of 3**

**“USDA is an equal opportunity provider and employer.**

**Non-collusion Statement**

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

\*\*\*\*\*  
**PROPOSED PRICE(S):**

All billable pricing associated with this proposal must be written, attached to this Proposal Certification, and submitted per the instructions in the Request for Proposals prior to the submission deadline.

\*\*\*\*\*

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Position or Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

**Bid Acceptance:**

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

Old Main STREAM Academy  
Child Nutrition Services

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Position or Title of Authorized Representative

\_\_\_\_\_  
Email Address

## Proposal Certification Page 3 of 3

**“USDA is an equal opportunity provider and employer.”**



**RETURN THIS DOCUMENT IN SEALED BID PACKET**

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

---

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for



cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

---

Company Name (Please Print)

---

Signature of Authorized Representative

---

Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Form AD-1048 (1/92)**

## CERTIFICATION REGARDING LOBBYING

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

---

**FNS Grant/Cooperative Agreement**

---

Name/Address of Organization

---

Name/Title of Submitting Official

---

Signature

Date

## HUB Statement

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

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

Bidding companies that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Bid Invitation.

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

Minority

Small Business

Woman Owned

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

---

Company Name (Please Print)

---

Signature of Authorized Representative

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

If you wish to file a Civil Rights complaint of discrimination, complete the USDA Program Discrimination Complain Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) , or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov) . Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

