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INSTRUCTIONS

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

- A pre-proposal conference will not be held
- All submittals must be organized and indexed according to the section number and require subject matter. The information contained in your submittal should be indexed and easily accessed by HCPS. HCPS is not required to seek clarification on any proposal that does not meet these minimum requirements.
- Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offer's response will be waived and have no effect either on this Request for Proposal or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offer may be grounds for rejection of that proposal. Offers specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- Offers are cautioned that this is a request for offers, not a request for contract, and HCPS reserves the right to reject any and all offers when such rejections are deemed to be in the best interest of HCPS.

REQUEST FOR PROPOSAL:

Sealed proposals are being solicited for the merchandise, services, and/or equipment as set forth in this Request for Proposal (RFP) by the Henderson County Public Schools, School Nutrition Services in accordance with the attached specifications, terms, and conditions.

The Henderson County Public Schools, School Nutrition Services is the offer administrator for the program. Completed proposal documents must be received by the Henderson County Public Schools, School Nutrition Services, Attn: Stephanie Hall, School Nutrition Director, 96 School House Road, Mills River, NC 28759 before the due date and time to be considered. Late proposals will not be returned to the offer but will remain unopened.

Submit one (1) signed, original proposal along with one (1) photocopy. Proposals must be submitted in a sealed envelope and properly marked with the Proposal Number, Product Category, Opening Date and Time as follows:

RFP NO. 2026-2027 SCHOOL NUTRITION SOFTWARE, opens January 6, 2026 at 1:00 PM. However, the Henderson County Public Schools, School Nutrition Services does reserve the right to award the proposal to a vendor for a longer period.

RFP may be withdrawn prior to the opening date and time, but only in accordance with Section 17 of the General Terms and Conditions Documents entitled "Withdrawal or Modifications of Proposal." Proposals received without proper signature(s) are not acceptable.

Questions regarding this proposal invitation should be received at the following address at least three working days before the proposal opening:

Henderson County Public Schools
School Nutrition Services
Attn: Stephanie Hall
96 School House Road, Mills River, NC 28759
Telephone: (828)891-6310
srhall@hcpsnc.org

RFP Preparation and Submission Procedures

Sealed proposals will be received until the deadline indicated in the proposal certification.

Each RFP must be submitted in a **SEALED** opaque envelope (or other non-transparent package or container). The outside of the proposal envelope (or other package or container) must bear the following information in clear and legible form:

- a) Print the full name and address of the offer entity, the name and telephone number, including the area code, of the person to contact with questions about the proposal submission; and
- b) In the lower right or left-hand corner: "SEALED RFP," the proposal name, proposal number, and submission deadline indicated on the proposal certification.

RFP may be submitted by U.S. Mail, common carrier, other courier, or delivery service, or by hand delivery. If forwarded by mail, courier, or delivery service, the **sealed** proposal envelope, indicated above should be enclosed in **another envelope** addressed as specified below. The Henderson County Public Schools, School Nutrition Services will not be responsible for RFP or related correspondence that are delivered to the wrong address or misplaced. The date/time record of the administrator or designee will indicate the official time of receipt.

RFP should be addressed and delivered to:

**Henderson County Public Schools
School Nutrition Services
Attn: Stephanie Hall
96 School House Road, Mills River, NC 28759**

RFP received after the deadline will not be accepted for consideration and will not be returned but will remain unopened. RFP received in an unsealed condition will not be considered. **Faxed RFP or related communication will not be accepted.**

A representative of the offer entity who is authorized to enter into contracts on behalf of the offer entity must sign RFP in BLUE ink. The person signing the proposal must indicate his/her title along with signature. RFP received without proper original signatures may not be considered.

Offers must return all properly signed original documents required in the RFP response. Offers should retain photocopies for their files. Any change made to any written response on any of the proposal documents must be made in ink by marking through the original entry and entering the new information alongside the change. Changes should not be made with correction fluid. All changes must be initialed by the person making the change, and the name of the person who initialed the change must be noted in a footnote on the same page containing the correction. **Failure to return any document or information requested as part of the proposal response may result in rejection of the entire proposal.**

Offers or their authorized representatives are expected to fully inform themselves as to the terms, conditions, requirements, and specifications of this proposal invitation before submitting RFP. Failure to do so will be at the offer's own risk. The law makes no allowance for errors, omission, or commission on the part of the offers; furthermore, the offer cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

Vendors who do not wish to respond to this RFP invitation, but who want to remain on our list for future opportunities in this product category should complete, sign, and return the signature sheet entitled "Proposal Certification" **with "NO PROPOSAL"** indicated on the face of the form. Failure to adhere to this procedure may result in removal of the offer's name from our offer list.

Offers are welcome to attend the RFP opening at the date and time indicated in the proposal certification, but offer presence is not required and no weight or other consideration toward any award decision will be given to any offer's attendance or absence at the proposal opening. Recaps of the details of the RFP received will be available to any interested party upon written request on company letterhead. The form

and content of the proposal recaps will be at the sole discretion of Henderson County Public Schools. They may be in electronic form. Please allow 10 business days from receipt of written request to allow time for processing.

RFP Schedule

Issue RFP:

Offer's questions submitted to Stephanie Hall at the above email address: by 4:00 pm

Provided Response to Questions by HCPS: by 4:00 PM

Submit Proposals: at 1:00 PM

Proposal Questions

Upon review of the RFP documents, offers may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the proposal questions, offers shall submit any such questions, in written form by the above date. HCPS will not respond to questions via telephone or telephone messages. Written questions shall be emailed to at date and time specified above. Offers should enter "RFP NO. 2026-2027 School Nutrition Software" as the subject in the email.

Statement of Inclusion/Applicability

These general terms and conditions are applicable to all proposal invitations issued by the Henderson County Public Schools, School Nutrition Services, and by this inclusion, they become an integral part of any contract which is awarded, or purchase order which is issued in association with this proposal invitation.

Award Criteria

Awarded RFP will be based on the following criteria. A selection committee will review RFPs submitted correctly and by the proper deadline.

- Price
- Components offered on Attachment L
- Additional components offered; list these on a separate document behind Attachment L

STANDARD TERMS AND CONDITIONS

A. Scope and Purpose

It is the intent of the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department to contract with an interested party or parties for the purchase of **School Nutrition Software** for the students of Henderson County Public Schools that fall within Federal regulations and State statutes that will be provided at an economical price for the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department.

The section titles contained in this General 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:

- (1) this General Terms and Conditions document, including any attachments and or amendments thereto,
- (2) the Item Specifications included in the RFP and any subsequent addenda thereto, the offeror's signed Bid Certification, which must be completed, signed by an authorized representative of the offering entity, and returned with the offeror's response, along with this ENTIRE Terms and Conditions document and all other forms and information collection pages included with this RFP,
- (3) the offeror's response to the RFP,
- (4) the offeror's Notice of Award document, and
- (5) any additional terms, conditions, or instructions issued by the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department .

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

B. Contract Time Period

The time period for purchases covered by a Contract resulting from an award under this RFP is stated in the Bid Certification. The HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department reserves the right to award the Contract to a vendor for a longer initial term period than the time period stated in the Bid Certification if it is determined to be in the best interest of the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department. Unless otherwise indicated in these General 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 General terms and Conditions document entitled "Extension Clause."

The transfer, assignment, or subcontracting of contracts is prohibited, and the offeror agrees not to sell, assign, transfer, convey, or subcontract any portion of this contract resulting from this RFP without the prior written consent of the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department.

C. Addendum

In the event any changes to this RFP occur subsequent to the mailing or other delivery of the original RFP, the changes or corrections to this Bid 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 mailed to all entities that are known to have received a copy of this RFP. The HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department is the sole authority for the issuance of any addendum related to this RFP. Any communications from any person or entity other than the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department regarding any matters related to this bid 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 bid response.

D. 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 product number references.

In most cases, bids on brands of equivalent nature and quality will be considered, provided they are regularly produced products from a reputable manufacturer. However, in some cases, the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 products are identified, it is preferable for the offeror to propose the exact item specified, in addition to an alternate brand or model where desired.

All bids must identify the manufacturer, brand, portion size, etc. of the product being offered. **"Pre-Approved Equal"** Brands may be allowed where indicated. To offer "Pre-Approved Equal" items rather than any "approved brand" specified, the offeror must supply a complete description and sufficient data for the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department to properly analyze the product being compared. Samples may be requested for items other than "approved brands". These "Pre-Approved Equal" brands must be approved by the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department before the bid opening. The HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department reserves the right to reject any brand submitted if the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department does not have sufficient information or time to conduct taste-testing in order to deem the product as a "Pre-approved Equal".

If the offeror fails to identify the manufacturer, brand, portion size, etc. for any item included in the bid, the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department will assume the offeror is proposing the **exact brand/product and portion size identified in the specification**, and if awarded, the offeror will be required to furnish the **exact brand names, portion sizes, etc. as specified**. **Substitutions will not be allowed.**

The apparent silence of the specifications as to any detail or the apparent omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best communication practices shall prevail. All interpretations of the specifications shall be made on the basis of this statement.

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

General Specification Provisions:

1. Quantities

Quantities reflected in this RFP are estimates based on the combined projected needs for the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate of these quantities may be affected by numerous factors including but not limited to, budgetary adjustments, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

Vendors will be notified of significant changes in the estimated quantities, as they become known through the bid period.

Successful bidders will be required to monitor consumption rates and bring any exceptions to the attention of the School Nutrition Director/Designee as soon as possible. The Director/Designee will work towards using slow-moving items if notified by the vendor. Except for conditions discussed within "Force Majeure", vendors are required to maintain sufficient inventories to cover the needs of the contract with only minimal, occasional, and temporary inability to provide products on a timely basis. Vendors at the close of the contract period agree not to hold HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department liable for any inaccuracies in estimated quantities or for any products on hand.

2. Packaging

Unless otherwise provided for in this RFP, all products supplied under any Contract resulting from this RFP must be packaged in containers that are new, appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under Contract resulting from this RFP for which palletizing is appropriate must be delivered on standard 48" 4-way pallets in good, serviceable condition.

3. Pricing

All "Line Item" bids 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 bid 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 bid.

"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 bid response.

Allowable costs will be paid from the nonprofit school food service account to the offeror/contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department. The offeror/contractor agrees to fully disclose all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the offeror/contractor receives a discount, rebate, allowance, or incentive from any supplier, the offeror/contractor must disclose and return to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department. All discounts, rebates,

allowances, and incentives must be returned to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department during a mutually agreed upon timeframe that is beneficial to the School District.

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

Proposed prices must be firm for acceptance for at least 90 days from the bid 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 the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department.

4. Quality

Unless otherwise indicated in the RFP, all items proposed must be new and in highest quality condition and must conform to the highest standards of manufacturing practice, including containers suitable for shipment and storage. Unless otherwise requested, the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department will not accept “factory seconds” or otherwise inferior goods, and reserves the right to return any such item(s) within (30) days of receipt at vendor’s expense.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Safety Data Sheets (SDS) on chemicals or any other products customarily requiring SDS must be provided to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department with the first shipment to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department at the beginning of the contract period. Promptly and at no additional costs, the offeror will provide additional Safety Data Sheets to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department upon request. Providing a web site access location to SDS information is an acceptable alternative.

5. Product Inspection, Testing, and Defective Items

All products supplied under this contract should arrive in the best possible condition and will be subject to inspection, testing, and approval by the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department. Tests may be performed on any samples submitted as part of the bid or evaluation process, or on samples taken from any regular shipment. In the event any product tested fails to meet or exceed all requirements of the bid item specifications or the General Terms and Conditions of the RFP, the cost of the samples used and the cost of the testing shall be borne by the supplier, and upon notification to the vendor, the defective product(s) will be picked up and replaced by the vendor. Repeated incidents of delivery of products that fail to pass product inspection and/or testing by a vendor will warrant cancellation of the Contract in addition to the remedies outlined above. Furthermore, future business from the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department could be jeopardized.

Products damaged in shipment will be considered as defective products and will be subject to the same remedies outlined above.

The failure of any consumable products (food items) to meet specifications or acceptable chemical or bacterial levels may result in cancellation of the contract in addition to the remedies outlined above. Furthermore, future business from the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department could be jeopardized. All products in the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department’s warehouse at the time of any such cancellation must be picked up and credit issued to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department.

Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance.

The HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department shall have access to any supplier's place of business during normal business hours for the purpose of inspecting merchandise.

6. Samples

If samples are needed for bid evaluation, they will be requested as part of the RFP or in a separate communication. Unless otherwise indicated in the request for the samples, the samples must be received by the requestor within 72 hours from the time of the request.

Samples must be furnished free of expense to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department. Samples must be labeled with the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department Bid Name, Item Number, Product Identification number(s), and the name of the offering entity. Do not include samples with the bid response unless otherwise instructed in the RFP.

All samples will be retained by the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination of testing, samples will be returned to the offeror at the offeror's expense, but only upon written request submitted with the samples at the time the samples were submitted. However, notwithstanding the above samples from the successful offeror may be retained permanently by the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department for the purpose of determining the quality of the delivered items are comparable to the samples. The HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department shall incur no liability for any samples that are damaged, destroyed or consumed during examination or testing.

Failure by any offeror to submit samples when requested will result in the items in question not being considered for award to that offeror.

7. Warranties

By submission of a bid, the offeror warrants that he/she is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items proposed conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this RFP will be free from all defects in material, 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 HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

9. Buy American provision

HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department participating in the National School Lunch and School Breakfast programs in the contiguous United States are required to purchase, to the maximum extent practicable, domestic products for use in meals served under the programs. Regulations define "domestic products" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Additional Product Requirements: No imported product is permissible when an acceptable domestic product is available, with the exception of pineapple, tropical fruit salad, bananas, and/or any other tropical fruit or vegetable. Each permitted imported product other than those listed in the previous

statement must be pre-approved by the Henderson County Public Schools, School Nutrition Department. **Please include a listing of all items that are non-domestic with the bid response.**

E. Bid Evaluation and Award

All bids received in response to this RFP which are submitted in accordance with the instructions and restrictions contained in this General Terms and Conditions document entitled "Bid Preparation and Submission Procedures" will initially be considered for award; however, initial consideration of any bid will not constitute an assessment of its meeting the necessary qualifications, and any bid may be disqualified at any time during the process of evaluating bids for failure to meet any other terms or conditions contained anywhere else in the bid request.

The HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department reserves the right to waive any or all bid 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 bids in their entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items included in the bid 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 HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department. In evaluating the bids received and determining the best value for the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department, the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department may consider any combination of the following criteria: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods and/or services; (3) the extent to which the goods and/or services meet the needs of the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department; (4) the vendor's location, service, and delivery capabilities; (5) the vendor's past performance with the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department; (6) student preferences; (7) the warranties offered and the vendor's warranty service history; (8) the probability of continuous availability of the goods and/or services offered; (9) the impact on the ability of the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department to comply with any applicable laws or rules; (10) the total long-term cost to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department to acquire the vendor's goods and/or services; (11) packaging of the products and in some cases preference is given to a vendor who provides all the components relative to the complete package, and (12) any other relevant factor that a public or private entity could consider in selecting a vendor.

It is understood that the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department may use all means at their collective disposal to evaluate the bids 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 the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department, will solely rest on Henderson County Public Schools Board of Education or assigned representative.

Unless otherwise indicated in this RFP, "all or nothing" bids are not acceptable and will be rejected. The offeror must be willing to accept a partial award for any combination of the items and/or services proposed and must be willing to share the business with any other successful offerors.

The successful offeror(s) will be notified by "Notice(s) of Award" issued by the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department.

The HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department reserves the right to require a performance bond as it is deemed necessary.

F. Substitutions

The HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department, and unless prior agreements have been reached and reduced to writing regarding such substitutions. Substituting without the prior approval of the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department will constitute a breach of contract by the vendor which may result in the initiation of actions covered in this General 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 the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department .

G. Deviations from Item Specification or General Terms and Conditions

Any and all limitations, expectations, qualifications, special conditions, or deviations from these General 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 offeror at the time of submission of the bid. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the offeror's response will hold the offeror accountable to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any such limitations, exceptions, qualifications, special conditions, or deviations with the bid response may place the offeror at a competitive disadvantage or otherwise prevent the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 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 General Terms and Conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination" and may jeopardize future business from the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department .

H. Contract and Purchase Order Requirements

A response to this RFP is an offer to contract with the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department based upon the Item Specifications and the General Terms and Conditions contained in the RFP. Offers do not become Contracts unless and until they are both accepted by the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department through an Award Notice to the offeror, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department.

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

I. Invoices, Packing Lists, and Payment Conditions

Packing Lists or other suitable shipping documents must accompany each shipment and must identify (a) the name and address of the vendor, (b) the name and address or delivery location of the receiving entity, (c) the Purchase Order Number, and (d) detailed descriptive information identifying the item(s) delivered, including quantity, item number, product code, item description, number of containers, etc.

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., and must include a properly signed copy of the delivery receipt. Invoices must be mailed directly to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department.

The HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department will not be held responsible for any products delivered or invoiced without a valid current Purchase Order Number or delivery receipt not signed by a HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department employee or designee.

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 satisfactory HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department delivery and acceptance of merchandise in good order, including the necessary documentation indicated above, and only after receipt of a correct Invoice from the vendor, including the necessary information indicated above.

At the option of the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department, 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 HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department, invoices may be corrected upon receipt and payment may be made based upon their corrections.

J. Records Retention Requirements

By signing this bid, the offeror understands that the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department, the U.S. Department of Agriculture, the NC Department of Public Instruction, 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.

Additionally, the offeror must provide all documents as necessary for the independent auditor to conduct the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department's single audit. The Henderson County Public Schools will contract to have the single audit conducted as a regular, direct expense to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department; School Nutrition funds may not be used for this purpose.

The offeror must retain pertinent records identified by source, type, and category of beverages for a minimum of three years after the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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.

K. 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 HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 Bid Certification, this Contract shall terminate upon the expiration of the contract term as stated on the Bid Certification.

If any delay or failure of performance is caused by a Force Majeure event as described in the General Terms and Conditions document entitled "Force Majeure," the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 within the General 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:

- (1) the vendor's failure to adhere to any of the provisions of the General Terms and Conditions of this RFP,
- (2) the vendor delivering any product(s) that fail to meet the Item Specifications included in this RFP relating to the awarded product(s),
- (3) the vendor delivering any substitution(s) of product(s) different than those originally proposed and awarded without the prior written approval of the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department the vendor's failure to meet the required delivery schedules as identified in
- (4) the contract documents, or
- (5) the vendor's violation of any other provision contained within these General 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, the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department elects to purchase other products from other sources, the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department will invoice the vendor for any increased costs to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department, and the vendor agrees, by submission of a bid response, to promptly pay any such charges invoiced.

In the event the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department terminates this Contract, in whole or in part, for any reason provided for within the contract, the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsible offeror as it deems such award to be in the best interest of the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department.

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

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

L. 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.

The HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department will not be responsible for any costs incurred by the vendor because of the Force Majeure event unless the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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, the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department shall have the option to terminate this contract in accordance with the General 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 the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department's rights as provided elsewhere in this contract.

M. Venue

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

N. 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.

O. Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform the questioning party 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.

P. Extension Clause

This contract may be extended annually for up to three (3) 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 HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department mutually agree, and no increases in costs are incurred, and the maximum allowable escalation price is capped by the annual national Consumer Price Index, *Cost of Food Away from Home*, increase.

Q. Regulatory Compliance

- (1) The offeror and HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 offeror 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 offeror 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 offeror 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 offeror 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 offeror shall comply with the provisions of the Consumer Product Safety Act.
 - (7) The offeror shall complete and sign the *Certification of Independent Price Determination* form; *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
 - (8) The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.
 - (9) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department

R. Assurance of Non-Collusion

By signing this bid, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the item's specifications or the General Terms and Conditions related to this RFP,
- (2) This bid has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RFP.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department or any of its members in connection with any information or submission related to this bid, any recommendations, decision, vote or award related to this bid, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this bid,
- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of

North Carolina with regard to this bid, and this bid has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of bids.

- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a bid.

S. Assurances regarding Legal and Ethical Matters

By signing this bid, the offeror assures that:

- (1) he/she has read and understands all the General 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, these General 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) awarded to them under this RFP to the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 offer's 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 the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 the HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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 HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department 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.

T. Bid Acceptance

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

U. Withdrawal or Modification of Bid

Subject to the restrictions discussed below, the Henderson County Public Schools School Nutrition Department will consider a WRITTEN request from any bidder that the bidder be allowed to withdraw any bid submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR BID SUBMISSION as stated in the bid certification included with this bid invitation. A representative of the bidding entity who is authorized to enter into contracts on behalf of the bidding entity must manually sign any request for the withdrawal of any bid in ink (preferably blue), and the person signing the request must indicate his/her title along with his/her signature. No bid may be withdrawn after the date and time that bids are due, as specified in the bid certification. Only bids that have been submitted, consistent with the instructions relating to packaging and labeling of the bid, will be considered for withdrawal.

If there is any question in the mind of the management of the Henderson County Public Schools, School Nutrition Department regarding the identity of the bid or the identity of the bidder relation to any request for the withdrawal of any bid, the Henderson County Public Schools, School Nutrition Department will refuse to allow the withdrawal of the bid. Withdrawal of any bid allowed by the Henderson County Public Schools, School Nutrition Department will require the completion and signature of a written receipt by the bidder's representative satisfactory to the Henderson County Public Schools, School Nutrition Services Director/Designee before the bid will be released. The decision of the Henderson County Public Schools, School Nutrition Services Director/Designee in relation to any matters concerning bid withdrawal will be final.

If a bidder requests to withdraw a bid and the Henderson County Public Schools, School Nutrition Department allows the withdrawal of the bid, the bidder may resubmit the bid, or submit a new bid up until the due date and time for bid submission as stated in the bid certification included with this bid invitation, provided any new submission meets all the qualifications of bid submission included in these general terms and conditions.

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

All bids in possession of the Henderson County Public Schools, School Nutrition Department at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the bid certification included with this bid invitation.

V. Assignment-Delegation

No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from the Henderson County Public Schools, School Nutrition Department. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

W. Equal Employment Opportunity (EEO) Disclosures

By submission of a bid, the bidder agrees that in the performance of any contract resulting from any award under this bid, the bidding entity will comply with all applicable equal employment opportunity laws and regulations, including but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

Bidder further agrees that the bidding entity is and during the period of any contract resulting from any award under this bid invitation will remain, in compliance with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute vendor's breach of contract due to a substantial failure by the vendor to fulfill its obligations, whereupon Henderson County Public Schools, School Nutrition Services may terminate the vendor's contract for cause as provided by the general terms and conditions document entitled "Remedies for Non-Performance of Contract, and Contract Termination."

X. Catalogs (if applicable)

For "discount from catalog" bids or other bids based on industry or other "benchmark" pricing lists or tables, it will be the responsibility of the successful bidder(s) to provide the Henderson County Public Schools, School Nutrition Department with a complete, updated catalog and/or price list for all items awarded within five (5) working days of receipt of a notification of award. Subsequent additions, deletions, or changes in product specifications may be submitted to the Henderson County Public Schools, School Nutrition Department when they become available.

Y. Interpretation -Parole Evidence

This writing is intended by the parties as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

Z. Escalation/De-escalation Clause

Fixed Prices must be offered for the year and annual bottom line with escalation (de-escalation) clause must be offered. All prices must be adjusted for delivery date beginning July 1, 2026 through June 30, 2027. Escalation/De-escalation is based on the wholesale produce price from the producer to the processor as approved by the authorized agency. **The escalator price cannot be changed within the first thirty (30) days of school opening. A thirty (30) day written notice is required before the increase in milk price is to be effective. The thirty (30) day period for notification is required or the price change will not be honored.**

AA.Addition of New Members

It is the intent of this solicitation that Henderson County Public Schools, School Nutrition Department may purchase identical items at the same unit pricing and the same general terms and conditions, subject to applicable state and federal laws.

BB.Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the Chief Finance Officer at the address below. Protests must be received in this office within 15 calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.

Henderson County Public Schools
Attention: Bernard Sochia, Chief Finance Officer
414 4th Avenue West
Hendersonville, NC 28739
(828)697-4733

CC. Questions Regarding Request for Bid

Questions or requests for additional information concerning this bid or the specifications should be addressed to:

Henderson County Public Schools
School Nutrition
Attention: Stephanie Hall, School Nutrition Director
96 School House Road
Mills River, NC 28759
(828)891-6310

ATTACHMENT A
RETURN THIS DOCUMENT IN SEALED BID

Henderson County Public Schools
School Nutrition Department

RFP Certification

Bid Name: **School Nutrition Software**
Bid Number: **2026-2027**

Bid Opening Date & Time
Tuesday, January 6
1:00 P.M.

Minimum Contract Time Period
July 1, 2026 through June 30, 2027

Location of Bid Opening:
96 School House Road
Mills River, NC 28759

The undersigned authorized representative of bidding company indicated below hereby acknowledges/certifies:

1. That he/she is authorized to enter into contractual relationships on behalf of the bidding company indicated below, and
2. That he/she has carefully examined this bid notice, the accompanying bid forms (whether in printed or electronic form), and the general terms and conditions and item specification associated with the bid invitation, unless any exceptions are noted in writing this bid response, and
3. That he/she proposes to supply any products or services submitted under this bid invitation at the prices quoted and in strict compliance with the general terms and conditions, and item specifications associated with this bid invitation, unless any exceptions are noted in writing with this bid response, and
4. That if any part of this bid is accepted, he/she will furnish all products or services awarded under this bid at the prices quoted and in strict compliance with the general terms and conditions, and item specifications associated with this bid invitation, unless any exceptions are noted in writing with this bid response, and
5. That any and all exception to the general terms or conditions of this bid has been noted in writing this bid response, and that no other exceptions to the general terms or conditions will be claimed.

Name of Bidding Company

Signature of Authorized Representative

Address

Printed Name of Authorized Representative

City, State, Zip

Position or Title of Authorized Representative

Telephone Number of Authorized Representative

E-Mail address of Authorized Representative

ATTACHMENT B
RETURN THIS DOCUMENT IN SEALED BID

Henderson County Public Schools
School Nutrition Department

Additional Company Information

Company Name (Please Print)

Contract Person Information:

If contact person or mailing address is different than Form A, please specify below

Mailing Address: _____

Contract Person _____

Position or Title of Contact Person _____

Phone Number of Contact Person _____

Fax Number of Contact Person _____

Email of Contact Person _____

<p style="text-align: center;">ATTACHMENT C RETURN THIS DOCUMENT IN SEALED BID</p>
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Henderson County Public Schools
School Nutrition Department

ISO Certified Entity:

The Henderson County Public Schools, School Nutrition Department have the assurance that the quality of products and services received will be as expected when purchased from an organization that is registered to the appropriate ISO standard. Therefore, to assist in this endeavor to purchase quality products, Henderson County Public Schools, School Nutrition Services may give preference to suppliers that are ISO (International Organization for Standardization) certified.

Is your company ISO Certified? ☐ Yes ☐ No

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

<p align="center">ATTACHMENT D</p> <p align="center">RETURN THIS DOCUMENT IN SEALED BID</p>

Henderson County Public Schools
School Nutrition Department

Dealerships Listing

If your company has more than one location that will servicing this contract, please list each location below. If additional sheets are required, please duplicate this form as necessary or attach list with requested information.

(Please Type or Print)

Company Name

Address

City State Zip

Phone Fax Email

Contact Person

Company Name

Address

City State Zip

Phone Fax Email

ATTACHMENT E
RETURN THIS DOCUMENT IN SEALED BID

Henderson County Public Schools
School Nutrition Department

Historically Underutilized Business (HUB) Certification

Companies submitting bids 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 Request for Bid.

I certify that my company has been certified by the North Carolina Department of Administration as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form. **(Required documentation for recognition as a HUB).**

- 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).

Under the Federal Child Nutrition Program and USDA policy, discrimination is prohibited under the basis of race, color, national origin, sex, age or disability.

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 , 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 202509410, by fax 202.690.7442 or email at 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.

ATTACHMENT F
RETURN THIS DOCUMENT IN SEALED BID

Henderson County Public Schools
School Nutrition Department

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND
COOPERATIVE AGREEMENTS**

Lobbying

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 officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan 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 sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. 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.

Company Name (Please Print)

Signature of Authorized Representative

Date

ATTACHMENT G
RETURN THIS DOCUMENT IN SEALED BID

Henderson County Public Schools
School Nutrition Department

**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 participant shall attach an explanation to this bid.

Company Name (Please Print)

Signature of Authorized Representative

Date

ATTACHMENT H
RETURN THIS DOCUMENT IN SEALED BID

**Henderson County Public Schools
School Nutrition Department**

Deviations/Compliance Form

If the undersigned bidder intends to deviate from the general terms and conditions or items specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Henderson County Public Schools, School Nutrition Services will consider any deviations in its bid award decisions, and Henderson County Public Schools School Nutrition Services reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures Henderson County Public Schools School Nutrition Services of their full compliance with the general terms and conditions, item specifications, and all other information contained in this bid invitation.

☐

No Deviations

☐

Deviations as listed

List any deviations your company is submitted below:

Company Name (Please Print)

<p>ATTACHMENT I</p> <p>RETURN THIS DOCUMENT IN SEALED BID</p>

Henderson County Public Schools
School Nutrition Department

Service Commitment

Please sign below to indicate that you understand your service commitments during the term of this contract.

Company Name (Please Print)

Signature of Authorized Representative

ATTACHMENT J
RETURN THIS DOCUMENT IN SEALED BID

Henderson County Public Schools
School Nutrition Department

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document 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 whom this bid 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," "bid," 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 bid 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 No procurement 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.

Please indicate that you have read and understand the instructions for certification by signing below:

Signature of Authorized Representative

Date

ATTACHMENT K
RETURN THIS DOCUMENT IN SEALED BID

Henderson County Public Schools
School Nutrition Department

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 on HENDERSON COUNTY PUBLIC SCHOOLS property or at HENDERSON COUNTY PUBLIC SCHOOLS 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. HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department reserves the right to prohibit any individual employee of Vendor from providing services on HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department property or at HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department events if HENDERSON COUNTY PUBLIC SCHOOLS, School Nutrition Department determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

Please indicate that you have read and understand the instructions for certification by signing below:

Signature of Authorized Representative

Date

ATTACHMENT L

RETURN THIS DOCUMENT IN SEALED PROPOSAL

GENERAL FEATURES	Response (Yes “Y” or No “N”)
Option to purchase only the specific modules needed for each site	
Integrates with LINQ Software	
Ability to have hierarchy user accounts (Administrator, Central Office, Manager, Cashier)	
Free Customer Service	
1 Year or more no cost training for all staff; includes start up (on-site and/or virtual)	
Has training or demo mode for staff to practice in	

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

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

POINT OF SALE	Response (Yes “Y” or No “N”)
Ability to take meal payments at the manager or cashier serving line	
Day end reports	
Reports to be included as part of the end of day can be determined by the user	
Allergen Reports	
Automatically detects second reimbursable meal and charges ala carte or second meal price	
Automatically detects ID entry from students from other schools and processes their eligibility according to their eligibility at the home school	
Log reimbursable sales to students not in the database	
Allow cash, check, or student's account for each transaction	
Display and prints a detailed report of student's daily, weekly, monthly, and yearly activity	
Determine overage and shortage for each cashier	
Ability to track/print an individual cashier (user) overages and shortages for a period of time	

Support multiple POS terminals per school	
Support no ID cash sales	
Support dual serving lines per cashier register	
Support prepayment at POS	
Cashier can enter cash or check info without leaving sales screen	
Apply change to account without leaving the sales transaction	
Provide multiple methods for patron identification	
Charging only allowed for certain accounts	
Provide bard-coded ID cards	
Allow cashier to enter ID	
Student information and sales screen includes picture, notes, Allergens, name, ID, and account balance and prevents student eligibility status identification.	
Ability for sales screen to notify cashier of account alerts (allergy, low balance, customizable notes and student/adult is from another site)	
Support sales by class roster on screen	
Allow correction voiding and correction of sales transaction based on user defined criteria	
Provide for ability to limit or authorize voids and sales correction based on predefined hierarchy.	
Support grade, student, adult, and employee sensitive pricing	
Emergency Roster	
Allow sites to print emergency roster by class or grade for manual sales entry, if needed	
Support electronic or manual cash drawers	
Support tiered meal pricing	
Automatically synchronize student eligibility and demographics	
POS redundancy	
Cashier may still process transitions even if connection with the network is lost	
Ability to scan student medical statements or documents to their record.	

INVENTORY	Response (Yes "Y" or No "N")
Easily set an order hierarchy for each inventory item	
Identify food and non-food items and their storage locations	
Identify purchased and commodity items	
Support multiple vendors and supply units per items, including commodity	
Multiple vendors and prices per item, multiple supply units and packs per item, easily set and change priority for primary supplier, easily set and change priority for commodity items, set minimum ship quantity or dollar limit per vendor with warning alert to user during creation of orders	

Deplete spoilage and loss with reasons	
Inventory adjustment which inventory is decreased or depleted requires a reason	
Support multiple cost basis	
Automated order feature at the site level	
Ability to create an order based on par, predefined shopping lists, menu forecast, stock level, District approved, and warehouse items	
Receiving screen match the original order or can be sorted by item, item code, or vendor code	
List orders by origin and delivery dates	
Ability to receive items manually or update receiving	
Allow items to be added while in the receiving screen or as separate item for shorted items received a different day	
Track variances between ordered and received counts and prices	
Allow sites the option to receive all items or to enter changes for items not received	
Physical inventory counts and value reporting	
Allow for entry of additional cost such as delivery fee, processing fee, broker's fee, and pass-through value (NOI-net off invoice)	
Allow users to sort the receiving ticket in various ways in order to easily read and enter data from supplier invoice or packing slip	
Allow partial receiving with option to back order	
User would be able to enter zero received for shorted/out of stock items and discrepancies with the option to back order the item	
Discrepancy report for variances between ordered and received items based on invoice	
Provides the ability to display/print report based on invoice number/vendor which provides a listing of variances in price and quantity between ordered and received	
Entry of counts in both usage units and purchase units	
Site user has the ability to setup and control physical inventory storage locations	
Physical inventory count sheets printable to match storage locations established by site user	
Count data entry screen match printed physical inventory count sheets	
Display/Print variance report showing discrepancies in perpetual versus actual inventory balances	
Inactive inventory items can't be inventoried	
Save Only and Save & Update feature for physical inventory	
Purchase Order	

MENU PLANNING AND NUTRIENT ANALYSIS	Response (Yes “Y” or No “N”)
USDA approved Nutrient Standard Menu Planning	
Food based component menu planning	
Inventory/Commodity/Ingredient Management	
Recipe Management/Finished Product Management	
HACCP, Allergens, and Target Temperature support	
Create, edit, and delete menu templates for each meal and age group	
View average nutrition of menu for 3-7 days with the ability to drill down to day, menu, pattern, recipe, and item	
Display costing per serving, cost per person, and food cost percentage	
Calendar menu can be printed and exported to other programs to allow for enhancement with graphic and additional notes	
Allow export of menu into web-display to allow for enhancement such as allergen codes & nutrition information	
Scale menu forecasts based on entering overall meal count forecast	
Editable Menu Item Cost	
Support editing of individual menu item counts for offer verse serve	
Distinguish between reimbursable meal forecast, adult, and ala carte forecast for nutrition analysis	
Analyze actual nutrition data after production record is complete	
Allow user to view actual nutrient analysis based on amounts entered from production records	
Support unlimited nutrition categories	
District can determine and set up categories based on needs-such as entrée, vegetable, fruit, etc	
Transform recipe into finished goods without linking inventory items	
Every recipe is automatically an item	
Each inventory offers the option to multiple unit definitions, food component, and links to nutrition data	
Recipes support multiple serving units	
Each recipe allows for multiple serving unit descriptions, food component definitions, and links to an ingredient and/or finished goods nutrition data	
Recipes are a finished product	
Every recipe is automatically a finished product upon production and can be ordered, received, counted, and wasted/spoiled	
Downloaded ingredients/recipes cannot be edited by the user/site	
Site users cannot change recipes and/or ingredients other than the portions needed for production	

Manual entry of nutrition data	
Allow district users to add nutrition received from manufacturer specifications and labels	
Ability to print (detailed) menu formatted reports showing each menu items nutrient continents, i.e carbohydrates, fat, calories, etc. not just total nutrients for the day (summary)	
Ability to scan and attach documents such as nutrition facts and photos to recipes.	

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

STUDENT ELIGIBILITY	Response (Yes “Y” or No “N”)
Complies with current USDA and state application regulations	
Direct certification via file import	
Complete verification module	
Integration with on-line web applications	
Automated year end rollover process	
Application program sharing (agree to share info)	
Notifies the user up to ten (10) days in advance when a “pending” application expires	
Software generates notification letters (increase or decrease in benefits)	

Allows for 30 operating day grace from previous school year eligibility status and ability to add students to a "temporary" class during the grace period	
Allows more than 1 expiration date for applications due to multiple calendars.	
Second reviewer option on applications	

ON-LINE WEB PAYMENT PROCESSING	Response (Yes "Y" or No "N")
Parent account management (ability for parents to set up email alerts on student's balances, set up automatic scheduled payments, able to view purchase history, divide payments between students in family and at different building sites)	
Ability to send balance alert email or text, both low and negative balance	
On-line payment via web or phone	
Ability for parents to use credit card, debit card, or e-check	
Provides detailed monthly banking and financial reports	
Ability to setup recurring payments	
Low convenience fee for parents	
Free customer support	

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

End of day reports can be set up to generate after site completed end of day routine	
Centralizing importing and exporting of student pictures	
Bank deposit reconciliation	

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

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

Notes:

Henderson County Public Schools

- 23 schools
- Approximately 50 (terminals) Point of Service
- 22 Inventories (schools + central warehouse)
- 21 Production Records

Attachment Checklist:

This check list is included for your convenience. Please complete and return all of the attached forms.

- _____ : Bid Certification-Attachment A
- _____ : Additional Information-Attachment B
- _____ : ISO Certified-Attachment C
- _____ : Dealership Listing-Attachment D
- _____ : HUD Certified-Attachment E
- _____ : Lobbying-Attachment F
- _____ : Debarment/Suspension-Attachment G
- _____ : Deviations-Attachment H
- _____ : Service Commitment-Attachment I
- _____ : Certification-Attachment J
- _____ : Lunsford Act/Background Check-Attachment K
- _____ : Specifications Questionnaire-Attachment L