



**Johnston County Public Schools  
Purchasing Department  
2320 US HWY 70 Business East  
Smithfield, NC 27577**

**26 Ft Box Truck (Non-CDL)**

**Invitation for Bids  
IFB No. 200-TRUCK-09222025-CR**

(09-11-25)

## **Important Dates and Information**

- **Request for Proposals Published:** September 11, 2025
- **Proposals Due:** by 8:00 pm on September 22, 2025
- **Public Bid Opening:** All Sealed bids will be publicly opened on September 22, 2025 at 8:00am at JCPS Simpson Building, 2320 US HWY 70 Business East, Smithfield, NC 27577

*\*Historically Underutilized Businesses are encouraged to bid*

## **BIDDER'S LIST**

Johnston County Public Schools desires to provide opportunities to responsible suppliers to do business with the school system. This list is used to develop a mailing list for distribution of specifications, invitations to bid, and notice of other competitive purchasing processes. If you wish to be added to JCPS Bidder's list please fill out the [form linked here](#) and submit it with your bid

## Invitation for Bids/ Bid Instructions

### Project: 26 Ft. Box Truck (Non-CDL)

Bids are requested to provide JCPS Transportation with a 26 Ft Box Truck for the purpose of transporting school products from site to site throughout the school district. All bids are required to be **SEALED** and received at the Johnston County Public Schools, Purchasing Department located at Simpson's Building, 2320 US HWY 70 Business East Smithfield, NC 27577, **IFB No. 200-TRUCK -09222025-CR**, Attn: Purchasing Department no later than **Monday, September 22nd at 8:00AM (local time)**.

Bids will not be accepted AFTER 8:00 AM on 09-22-25.

**NOTE: IFB No. 200-TRUCK-09222025-CR and Vendor Name, must be present and visible and clearly labeled on the OUTER shipping package/container/envelope otherwise the bid will be rejected. Do not use USPS to mail in your package.** Proposals submitted via facsimile (fax), telephone, and/or electronic means, including but not limited to email, **WILL NOT BE ACCEPTED.**

**\*\*\* USPS mail is automatically routed to our PO Box which creates issues for large packages, please do NOT use this method to send proposals.\*\*\***

All bids will be publicly opened at 8:00 AM in the Simpson's Building. At the time of the opening, each vendor's name and submitted price will be made public. The formal awarding of a contract will occur at a later date.

Johnston County Public Schools reserves the right to select the proposal(s) which in its sole judgment best meet the needs, services and cost of JCPS.

Johnston County Public Schools reserves the right to accept or reject any one or more items of the proposal and/or waive any irregularities or informalities in any proposal or in the proposal process.

Johnston County Public Schools reserves the right to award more than one contract to one or more bidders if it is in the best interest of Johnston County Public Schools.

## **I. PURPOSE**

Johnston County Public Schools (JCPS) is seeking bids from vendors who can provide the school district with a 26 Ft. Box Truck which will not require the driver to possess Commercial Driver's License(CDL). The vendor must provide all workmanship warranties, a vehicle manual and a list of technical support services available at no charge.

## **II. STATEMENT OF NEEDS**

The successful vendor is required to fulfill all the specifications of this IFB document and provide documentation to support fulfilling our needs and not solely submitting a price. Specifications contained herein and in the successful response will become contractual obligations, if an award ensues. Failure of the vendor to fully perform these obligations may result in cancellation of the award. The vehicle shall not be delegated to sub-vendors or assigned to any third party for bidding.

The awarded vendor shall be fully responsible for the successful delivery of the vehicle, continued customer support, as well as any services necessary during the warranty period. Complete warranty information is required to be included in the bid package as well as a list of technical support services available at no charge.

Vendors shall include a detailed and separate cost analysis for any upgrades or additional accessories.

## **III. VEHICLE SPECIFICATIONS**

The vendor shall meet all of the specifications listed below.

### **Overview**

Year: 2026

GVWR: 26,000> (Non-CDL)

Body Type: Box truck

Box Length: 26 FT

Liftgate: 3000lb<

Condition: NEW

## **Engine/Powertrain**

Motor: Cummins 6.7 (Preferably)

CUM B6.7 250 HP @ 2400 RPM, 2600 GOV, 660LB-FT @ 1600 RPM (Minimum)

Transmission: Allison (2500RDS)

6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max

Transmission Type: Automatic

Fuel Type: Diesel

Fuel Tank: Minimum 70 Gallon

## **Interior**

Drive: Left Hand

Power steering: YES

A/C: Yes

Power Windows: Both

Seat : SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Angle Adjust, Dual Shocks

Power door locks

## **Exterior**

Color: White

Cab: Conventional, Day Cab

Box Door: Roll Up

Brakes: Air Brakes

Mud Flaps

Automatic slack adjusters front and rear

Power Mirrors

## **Accessory Equipment**

Air Horn

Backup Alarm & Backup Camera

Am/Fm Radio

LED: Headlights, Tail Lights, clearance.

LED: Interior Box lighting

Box: E-track tie down points

## **IV. ON-SITE DELIVERY**

The vendor shall provide a high level comprehensive timeline that outlines when the vehicle will be ready for delivery.

## **V. Period of Service**

Vendor(s) will be expected to provide repairs and maintenance services as required by the warranty agreement.

## **VI. Selection Committee**

A selection committee will evaluate the information submitted. Please do not contact any JCPS staff member other than the designated contact person (Cynthia Rivera by email only, [purchasing@johnston.k12.nc.us](mailto:purchasing@johnston.k12.nc.us)) regarding the project contemplated under this IFB while the IFB is open, and a selection has not been finalized. Any attempt to do so may result in disqualification of the vendor's submission for consideration.

## IX. Submittal Requirements

If your company would like to be considered for providing a 26 Ft. (Non-CDL) Box Truck for JCPS, please submit 2 (two) copies of your bid package in a sealed envelope to:

Johnston County Public Schools  
Purchasing Department  
IFB No. 200-TRUCK-09222025-CR  
Simpson's Building  
2320 US HWY 70 Business East  
Smithfield, NC 27577

Each vendor is solely responsible for the timely delivery of its bid package. All bids must be **SEALED** and received by **8:00 AM on September 22nd 2025, at 2320 US HWY 70 Business East Smithfield, NC 27577, IFB No. 200-TRUCK-09222025-CR** Vendors accept all risks of late delivery of bid packages regardless of fault.

**NOTE: IFB No. 200-TRUCK-09222025-CR, must be present and visible and clearly labeled on the outer shipping package/container/envelope otherwise the bid will be rejected.** Bids submitted via facsimile (FAX) machine, open, see through, or emailed in response to this Invitation for Bids will not be acceptable. **Late Bids will not be accepted.**

**\*\*\* USPS mail is automatically routed to our PO Box which creates issues for large packages, please do NOT use this method to send proposals.\*\*\***

Due to demands on the time of the Selection Committee members, please limit your submittal to 25 pages, 8.5" x 11" format (cover letters of interest, table of contents, tabs or dividers are not included in the count). Longer submissions may be removed from consideration. The Letter of Interest must identify a contact person during the bidding process and provide contact information including telephone number, fax, email and postal address.

**MAILING INSTRUCTIONS:** Mail only one fully executed bid package to include 2 copies of your bid. Bids must be completely sealed, address envelope, and include bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

**DELIVER TO:**

Johnston County Public Schools  
IFB No. 200-TRUCK-09222025-CR  
Simpson's Building  
Attn: Purchase Department  
2320 US HWY 70 Business East  
Smithfield, NC 27577

**IFB number and vendor name must be clearly written on OUTER envelope  
FAILURE TO INCLUDE BID NUMBER AND VENDOR NAME ON**

**OUTER ENVELOPE MAY CAUSE BID NOT TO BE CONSIDERED**

**\*\*\* USPS mail is automatically routed to our PO Box which creates issues for large packages, please do NOT use this method to send proposals.\*\*\***

**XI. Cost of Responding**

This solicitation does not commit JCPS to pay any costs incurred by the vendor or any other party in the submission of bid packages or in making necessary studies or designs for the preparation thereof, nor is JCPS obligated to procure or contract for such purchase/services.

**REQUIRED BID SUBMITTAL FORM**

**Bids will be received by 8:00am on September 22nd 2025**

***A Detailed Quote identifying the statement of needs has been met must be attached to verify bidder can meet the needs of the box truck***

Vendor name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Bid: \$ \_\_\_\_\_

Vendor's name: \_\_\_\_\_

Contact person: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fed ID/SS No.: \_\_\_\_\_

Has your company been debarred, suspended, excluded or ineligible from doing business with either the state or Federal Government? YES \_\_\_\_\_ NO \_\_\_\_\_

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

This submission is an attestation that the entity providing this response is in compliance with state and federal conflicts of interest laws, including N.C.G.S. 14-234. Specifically, the entity attests that it is not owned by a Johnston County Board of Education member or the spouse of a JCBOE Board member with more than a 10% ownership interest or other interest in the entity such that, if selected, the entity would be a party to the contract, derive any income or commission directly from the contract, or acquire property under the contract.

I agree to abide by all conditions of this quotation and certify that I have legal authority to submit bids on behalf of this company.

\_\_\_\_\_  
Signature Date

**Failure to execute/sign bid prior to submission shall render bid invalid. Late bids are not acceptable  
JCPS Purchasing Department Ethics Policy and Standards of Conduct**

All purchasing department employees conducting business transactions on the behalf of the Johnston County Public Schools hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

**Conflict of Interest:**

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Johnston County Public Schools.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Johnston County Public Schools System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Johnston County Public Schools facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Johnston County Public Schools.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

**Nepotism:**

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren,

brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters- in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family. , internal auditors, external audit firm (contracted to perform the annual audit), or any persons authorized by the Superintendent or the Finance Officer to receive it.

**Gifts to Employees:**

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

## **JOHNSTON COUNTY PUBLIC SCHOOLS BID PROTEST PROCEDURE**

Regulation Code: 6420-R2 Johnston County Public Schools Bid Protest Procedure

### **Purpose**

To ensure fairness and to promote open competition, Johnston County Public Schools shall be consistent in responding to an offeror's protest over contract awards.

### **Procedure**

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written request for a protest meeting within thirty (30) calendar days after award of contract. Request for Bid, Request for Proposals in accordance with [01 NCAC 05B .1519](#) Protest Procedures.

The protest must be addressed to the Director of Purchasing and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested

After careful consideration of all relevant information the Director of Purchasing shall make a written decision within 10 calendar days of receipt of the request or schedule a meeting within 30 calendar days of the contract award.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

**JOHNSTON COUNTY BOARD OF EDUCATION  
STANDARD CONTRACT TERMS AND CONDITIONS**

Last Updated: March 31, 2023

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract or of any applicable Purchase Order, or Contractor's shipment or performance of any part of a Purchase Order, constitutes an agreement to comply with all terms and conditions set forth or referenced (i) in the Vendor Contract for Goods and/or Services, (ii) in the Standard Contract Terms and Conditions herein, (iii) on any attachments thereto, (iv) in any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (v) in any other terms and conditions of a written agreement signed by Contractor and the Johnston County Board of Education ("JCBOE") that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and JCBOE with respect to the purchase by JCBOE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to JCBOE shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice or in any other communication from Contractor to JCBOE shall be deemed accepted by or binding on JCBOE. JCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until JCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by JCBOE are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed in writing by JCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Contractor agrees to give JCBOE the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to JCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents. Should the Contract Documents include any provision allowing an increase in the contract price due to external conditions, Contractor shall inform JCBOE of such change and JCBOE shall have the right to terminate the Contract if desired.
4. **Price Adjustments (term contracts only).** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Contractor to other customers. a. **Notification:** Must be given to JCBOE in writing concerning any proposed price adjustments. Such notification shall be accompanied by a copy of manufacturer's official notice or other acceptable evidence that the change is general in nature. b. **Decreases:** JCBOE shall receive full proportionate benefit

- immediately at any time during the contract period. c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with JCBOE reserving the right to accept or reject the increase, or cancel the Contract. Such action by JCBOE shall occur not later than 15 days after the receipt by JCBOE of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
5. **Invoices.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to JCBOE's accounts payable department with a copy to the JCBOE Project Coordinator.
  6. **Freight on Board.** All shipments of Goods are freight on board destination unless otherwise stated in the Contract Documents.
  7. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
  8. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
  9. **Condition and Packaging.** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
  10. **Delays in Shipment.** Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
  11. **Risk of Loss.** Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by JCBOE or its nominee.
  12. **Rejection.** All Goods and Services shall be received subject to JCBOE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at an appropriate reduction in price. JCBOE may require Contractor to promptly replace or correct any rejected Goods or Services and, if Contractor fails to promptly replace or correct such Goods or Services, JCBOE may contract with a third party to replace such Goods and Services and charge Contractor the additional cost.
  13. **Compliance with All Laws.** Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Contractor to proceed may be terminated immediately by written notice if JCBOE determines that Contractor, its agent or another representative has violated any provision of law.
  14. **E-Verify Compliance.** Pursuant to N.C. Gen. Stat. § 143-133.3, Contractor represents and warrants that it is aware of and in compliance with Article 2 of Chapter 64 of the North

Carolina General Statutes, requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees, and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Violation of this section shall be deemed a material breach of this Contract.

15. **Iran Divestment.** As of the date of this Contract, Contractor certifies that it is not identified on a list created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. §147-86.58 as a person engaging in investment activities in Iran. Contractor further certifies that in the performance of this Contract it shall not use any contractor or subcontractor that is identified on such a list.
16. **Divestment from Companies Boycotting Israel.** As of the date of this Contract, Contractor certifies that it is not identified on a list created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81 as a company engaging in a boycott of Israel. Contractor further certifies that in the performance of this Contract it shall not use any contractor or subcontractor that is identified on such a list.
17. **Warranties.** Contractor warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by JCBOE of the Goods and Services and shall run to JCBOE and any user of the Goods or Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, JCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
18. **Indemnification.** Contractor shall indemnify and hold harmless JCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorney's fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless JCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of JCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless JCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

19. **Insurance.** Unless such insurance requirements are waived or modified by JCBOE or Insurance and Risk Management, Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to JCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/mutual aggregate. Workers' Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for workers' compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to JCBOE and shall contain the provision that JCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
20. **Termination for Convenience.** In addition to all of the other rights which JCBOE may have to cancel this Contract or an applicable Purchase Order, JCBOE shall have the further right, for good cause as determined by JCBOE in good faith, to terminate any work under the Contract Documents or an applicable Purchase Order, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing from JCBOE to Contractor. If the Contract is terminated by JCBOE in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. JCBOE will not be liable to Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.
21. **Termination for Default.** JCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to JCBOE in law or equity, JCBOE may procure upon such terms as JCBOE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall be liable to JCBOE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
22. **Contract Funding.** It is understood and agreed between Contractor and JCBOE that JCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of JCBOE for any payment may arise until funds are made available to JCBOE's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, JCBOE may at its discretion immediately terminate the Contract. JCBOE shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

23. **Accounting Procedures.** Contractor shall comply with any accounting and fiscal management procedures prescribed by JCBOE to apply to the Contract. Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
24. **Improper Payments.** Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to JCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after JCBOE notifies Contractor in writing that a payment has been determined to be improper.
25. **Contract Transfer.** Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of JCBOE.
26. **Contract Personnel.** Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.
27. **Key Personnel.** Contractor shall not substitute for key personnel assigned to the performance of the Contract without prior written approval from JCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor. "JCBOE Project Coordinator" is the individual at JCBOE responsible for administering the Contract.
28. **Contract Modifications.** The Contract may be amended only by written amendment duly executed by both JCBOE and Contractor.

However, minor modifications may be made by JCBOE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Contractor's performance; (b) do not increase Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to JCBOE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Contractor, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.

29. **Relationship of Parties.** Contractor is an independent contractor and not an employee of JCBOE. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal agent relationship for any purpose between Contractor and JCBOE. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
30. **Advertisement.** The Contract will not be used in connection with any advertising by Contractor without prior written approval by JCBOE.
31. **Nondiscrimination.** During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

32. **Conflict of Interest.** Contractor represents and warrants that no member of JCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of the Contract or has any interest in any Contract, subcontract or other agreement related to the Contract. Contractor shall not permit any member of JCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of the Contract or to have any interest in any Contract, subcontract or other agreement related to the Contract, during the term of the Contract. Contractor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal contract of interest law has occurred or will occur. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
33. **Gratuities to JCBOE.** The right of Contractor to proceed may be terminated by written notice if JCBOE determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of JCBOE in violation of policies of JCBOE.
34. **Kickbacks to Contractor.** Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a JCBOE Contract or in connection with a subcontract relating to a JCBOE Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to JCBOE in writing the possible violation.
35. **Monitoring and Evaluation.** Contractor shall cooperate with JCBOE, or with any other person or agency as directed by JCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit JCBOE to evaluate all activities conducted under the Contract. JCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from JCBOE property and from performing services under the Contract following provision of notice to Contractor of the reasons for JCBOE's dissatisfaction with the services of Contractor's employee.
36. **Financial Responsibility.** Contractor represents that it is financially solvent and able to perform under the Contract. If requested by JCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by JCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then JCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
37. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the purchasing office at once, indicating the specific regulation which required such alterations. JCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
38. **Inspection at Contractor's Site.** JCBOE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract

award, and during the Contract term as necessary for JCBOE determination that such equipment/item, plant or other facilities conform with the specifications/ requirements and are adequate and suitable for the proper and effective performance of the Contract.

39. **Confidentiality Information. Student Information.** If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. § 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. **Employee Personnel Information.** If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of JCBOE's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such personnel information. **Other Confidential Information.** (a) Contractor agrees that it will at all times hold in confidence for JCBOE all designs, know-how, techniques, devices, drawings, specifications., patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by JCBOE to Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection with Contractor's performance hereunder (collectively, "Information"). Contractor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Contractor shall not, without the prior written consent of JCBOE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Contractor hereunder. (b) Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to JCBOE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by JCBOE, be deemed to be confidential or proprietary information and shall be acquired by JCBOE free from any restrictions as part of the consideration of the Contract.
40. **Schematic Designs.** As provided by N.C.G.S. § 115C-105.53(c), schematic designs of school buildings are not considered public records or subject to public inspection, and Contractor shall keep in confidence any such designs in its possession for purposes of this Contract.
41. **Intellectual Property.** Contractor agrees, at its own expense, to indemnify, defend and save JCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that JCBOE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
42. **No Pre-Judgment or Post-Judgment Interest.** In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.

43. **Background Checks.** At the request of JCBOE's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor involved in the performance of the Contract shall submit to JCBOE criminal background check and drug testing procedures.
44. **Jessica Lunsford Act.** As required by N.C.G.S. § 115C-332.1, all Contractors, subcontractors, consultants, sub-consultants, and vendors shall conduct prior to the start of service and annually thereafter a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract that involve direct interaction with JCBOE students. For Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Any employee of the contractor, subcontractor, consultant, sub consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Johnston County Public Schools or Johnston County on behalf of Johnston County Public Schools. Failure to comply may result in legal action and termination of the contract for default.
45. **Safety Data Sheets.** Pursuant to the Hazard Communication Standard (29 C.F.R. §1910.1200, et seq.) and incorporated by reference, except as modified by 13 N.C.A.C. 07F .0101, Contractor shall provide all safety data sheets in accordance with federal and state regulations.
46. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, the parties agree first to try in good faith to settle the dispute through negotiation. If the dispute cannot be settled through negotiation, Contractor agrees to offer to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, or administered by another mediator jointly selected by the parties, before resorting to litigation.
47. **Attorney's Fees.** In the event of legal proceedings related to the Contract, JCBOE shall be entitled to recover its costs and reasonable attorney's fees to the maximum extent allowed by law, should JCBOE be the prevailing party.
48. **No Third Party Benefits.** The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
49. **Force Majeure.** If, under good-faith efforts, JCBOE is hindered in its ability to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by JCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by natural disaster, riot, war, terrorism, pandemic, inclement weather, labor strikes, material shortages, act of God, or any other cause beyond the reasonable control of JCBOE.
50. **Ownership of Documents.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by JCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials

produced by Contractor pursuant to the Contract shall, at the request of JCBOE, be turned over to JCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to JCBOE shall not, unless otherwise specifically agreed upon in writing by JCBOE, be deemed to be confidential or proprietary information and shall be acquired by JCBOE free from any restrictions as part of the consideration of the Contract.

51. **Strict Compliance.** JCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
52. **General Provisions.** JCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, JCBOE shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order, or delegate the performance of any of its obligations hereunder, without JCBOE's prior, express written consent.
53. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Johnston County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
54. **Federal Tax Number or Social Security Number.** Upon request by JCBOE or its representatives, Contractor shall provide its federal tax identification number or, if Contractor is an individual, his or her Social Security Number.