



**1200 Halstead Boulevard
Elizabeth City, NC 27909**

INVITATION FOR BIDS

Interior Painting Projects at Multiple Schools

Bid Opening Date & Time: Monday, March 18, 2024 @ 1:00PM

<p>Elizabeth City-Pasquotank Public Schools 1200 Halstead Boulevard Elizabeth City, NC 27909 www.ecpps.k12.nc.us</p>	<p>Bid Number: 181-2023-101 Item: Interior Painting Projects at Multiple Schools</p>
<p>Refer <u>ALL</u> Inquiries regarding this IFB to: mwilkins@ecpps.k12.nc.us with a copy to ctilley@ecpps.k12.nc.us</p>	<p>Issue Date: Friday, March 1, 2024 Bid Opening Date: Monday, March 18, 2024 at 1:00PM</p>

BID NOTICE

Sealed bids, subject to the conditions made a part hereof, will be received at the address listed in the bid until the day and time of opening and then publicly opened, for furnishing and delivering the commodity as described herein.

Bids submitted via telegraph, fax machine, telephone, and electronic means, including but not limited to email, in response to this Invitation for Bids will not be acceptable.

Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this invitation for bids and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

Failure to execute/sign an offer prior to submission shall render the offer invalid. Late offers are not acceptable.

BIDDER:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for forty-five (45) days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by Elizabeth City-Pasquotank Public Schools, an authorized representative shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the Elizabeth City-Pasquotank Board of Education Terms and Conditions (Attachment A) shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR ELIZABETH CITY-PASQUOTANK PUBLIC SCHOOLS USE ONLY
Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification, by _____ (Authorized representative of Elizabeth City-Pasquotank Public Schools).

BID OPENING: Bids will be publicly opened **Monday, March 18, 2024** at 312 Pritchard Street, Elizabeth City, NC 27909 at **1:00 PM**.

INSTRUCTIONS FOR BIDS:

READ REVIEW AND COMPLY: It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

INQUIRIES: All inquiries regarding this IFB should be submitted in writing. Inquiries can be submitted to the Elizabeth City-Pasquotank Public Schools (ECPPS) Maintenance Director via email to mwilkins@ecpps.k12.nc.us and copied to the Assistant Superintendent of Finance at ctilley@ecpps.k12.nc.us.

NOTICE TO OFFERORS: All bids are subject to the provisions of the Instructions for Bids, special terms and conditions specific to this IFB, the specifications and the ECPPS BOE Standard Terms and Conditions.

ECPPS objects to and will not evaluate or consider any additional terms or conditions submitted with a bid response. This applies to any language appearing in or attached to the document as part of the offeror's response.

By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect.

METHOD OF AWARD: Solely determined by Elizabeth City Pasquotank Public Schools, qualified bids will be evaluated and acceptance will be made to the lowest and best bid most advantageous to Elizabeth City-Pasquotank Public Schools as determined upon such considerations as: prices offered, the quality of articles offered; the general reputation and performance capabilities of the bidders, the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for intended use; the standardization and compatibility with Elizabeth City -Pasquotank Public Schools operations, the related services needed; the date or dates of delivery and performance; and such other factors as deemed by Elizabeth City-Pasquotank Public Schools to be pertinent or peculiar to the purchase in question.

Unless otherwise specified by Elizabeth City-Pasquotank Public Schools or the bidder, Elizabeth City-Pasquotank Public Schools reserves the right to accept any item or group of items on a multi-item bid.

TABULATIONS: Tabulations of bids and award information can be obtained by calling the purchaser on the first page of this document.

INFORMATION AND DESCRIPTIVE LANGUAGE: Offeror is to furnish all information requested and in the provided spaces in this document. Each offeror must submit, with their bid, descriptive literature and/or complete specifications covering the product offered. Bids that do not comply with this requirement may be subject to rejection.

BID MAILING/DELIVERY INSTRUCTIONS:

Mail one original and two copies of the bid to the address below. The bid number should be included on the envelope.

Sealed offers, subject to the conditions made a part hereof, will be received at the address below, for furnishing and delivering the goods, software, and/or services as described herein.

<i>DELIVER TO:</i>
Elizabeth City-Pasquotank Public Schools Maintenance Department 312 Pritchard Street Elizabeth City, NC 27909 ATTN: Director of Maintenance
Bid Number: 181-2023-101
<u>OR BY MAIL TO:</u>
Elizabeth City-Pasquotank Public Schools PO Box 2247 Elizabeth City, NC 27907-2247 ATTN: Director of Maintenance
Bid Number: 181-2023-101

LATE OFFERS

Regardless of cause, late offers will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late offers will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed, if requested.

NON-RESPONSIVE OFFERS

Vendor offers will be deemed non-responsive and will be rejected without further consideration or evaluation if statements such as the following are included:

- "This offer does not constitute a binding offer",
- "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
- "Vendor does not commit or bind itself to any terms and conditions by this submission",
- "This document and all associated documents are non-binding and shall be used for discussion purposes only",
- "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
- A statement of similar intent.

DESCRIPTION:

This Invitation for Bid is to obtain pricing for prep work and painting of the interior of four (4) elementary schools as indicated below:

- Central Elementary School, 1059 US 17 South, Elizabeth City, NC 27909
- Northside Elementary School, 1062 Northside Road, Elizabeth City, NC 27909
- JC Sawyer Elementary School, 1007 Park Street, Elizabeth City, NC 27909
- Sheep-Harney Elementary School, 200 West Elizabeth Street, Elizabeth City, NC 27909

MANDATORY PRE-BID MEETING AND SITE VISTS TO BE HELD ON FRIDAY, MARCH 8, 2024 AT 8AM. Please meet at the Maintenance Office located at 312 Pritchard Street, Elizabeth City, NC 27909.

QUESTIONS WILL BE DUE NO LATER THAN TUESDAY, MARCH 12, 2024 @ 5:00PM. All questions must be in writing and emailed to mwilkins@ecpps.k12.nc.us and copied to ctilley@ecpps.k12.nc.us with the subject line stating: "Questions for IFB 181-2023-101."

An addendum to answer questions will be posted to IPS no later than Wednesday, March 13, 2024.

BID TIMELINE:

Bid posted to IPS & ECPPS website	Friday, March 1, 2024	ECPPS
Pre-Bid Meeting & Site Visits	Friday, March 8, 2024 @ 8:00AM	ECPPS & Contractors
Questions	Tuesday, March 12, 2024 @ 5:00PM	Contractor
Answers	Wednesday, March 13, 2024	ECPPS
Bid Due Date	Monday, March 18, 2024 @ 1:00PM	Contractor
Recommendation to Board of for Award	Monday, March 25, 2024	ECPPS

SCOPE OF WORK AND SPECIFICATIONS:

Provide labor and materials to prep and paint interior surfaces of four (4) elementary schools, including but not limited to door jambs.

Contractor Shall:

- Furnish all labor and materials necessary to complete the interior painting improvements at each of the four (4) schools.
- Warranty labor and workmanship. A copy of the warranty should be provided as a part of the bid package.
- Clean up and properly dispose of all debris during and after completion of the job. Debris and trash shall not be allowed to collect overnight on the site. The contractor shall remove all debris and trash from the schools as it accumulates to maintain a clean appearance at all times. DEBRIS MAY NOT BE EMPTIED INTO DUMPSTERS ALREADY ON SITE AND SERVICED ON BEHALF OF ECPPS.
- There shall be no tobacco products inside or outside of the buildings, since all ECPPS buildings and properties are tobacco-free.
- There shall be no alcoholic beverages, drugs or firearms on any ECPPS property.
- The Contractor shall work with ECPPS on each project's work schedule. The Contract Administrator for this project is the Director of Maintenance or his/her designee.

ECPPS Shall:

- Provide for site access to the work areas.

TERM

The initial term of the contract will be from date of award through July 31, 2024, at which time all work should be completed.

PRICES/FIRM BID

Prices submitted should be firm and are not subject to change for the initial term of the contract.

Proposal shall be accompanied by a certified check drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five per cent (5%) of the proposal or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the obligee upon said bond if bidder fails to execute the contract in accordance with the bid bond. Said deposit shall be

retained by the owner as liquidated damages in the event of failure of the successful bidder to execute the contract within fifteen days after award.

A Performance Bond and a Payment Bond will be required for one hundred (100%) of the contract price.

VENDOR/CONTRACTOR INFORMATION

Please specify the length of time your company has been established:

References: *Three (3) references should be provided and be from companies/organizations where your company has been awarded contracts or supplied similar equipment to that proposed.*

Customer:
Contract Date:
Product Delivery Date:
Contact Person:
Phone Number:
Customer:
Contract Date:
Product Delivery Date:

Contact Person:
Phone Number:
Customer:
Contract Date:
Product Delivery Date:
Contact Person:
Phone Number:

NORTH CAROLINA GENERAL STATUTE GUIDELINES

Pursuant to N.C. Gen. Stat § 133-32 and any bidder certifies and understands that It shall be unlawful for any contractor, subcontractor, or supplier who: (1) Has a contract with a governmental agency; (2) Has performed under such a contract within the past year; or (3) Anticipates bidding on such a contract in the future; to make gifts or to give favors to any officer or employee of a governmental agency who is charged with the duty of: (1) Preparing plans, specifications, or estimates for public contract; (2) Awarding or administering public contracts; or (3) Inspecting or supervising construction. It shall also be unlawful for any officer or employee of a governmental agency who is charged with the duty of: (1) Preparing plans, specifications, or estimates for public contracts; (2) Awarding or administering public contracts; or (3) Inspecting or supervising construction; willfully to receive or accept any such gift or favor.

Elizabeth City-Pasquotank Public Schools, in addition to its compliance with federal regulations and laws regarding small and minority businesses, also promotes the use of historically underutilized businesses. See N.C. Gen. Stat. § 143-48, § 143-128.4.

ATTACHMENT A

ELIZABETH CITY-PASQUOTANK BOARD OF EDUCATION (“ECPPS BOE”) STANDARD CONTRACT TERMS AND CONDITIONS

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract 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 ECPPS BOE 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 ECPPS BOE with respect to the purchase by ECPPS BOE 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 ECPPS BOE 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 ECPPS BOE shall be deemed accepted by or binding on ECPPS BOE. ECPPS BOE 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 ECPPS BOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by ECPPS BOE are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed to in writing by ECPPS BOE. 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 ECPPS BOE 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 ECPPS BOE unless otherwise agreed to 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 ECPPS BOE of such change and ECPPS BOE 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 ECPPS BOE 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:** ECPPS BOE 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 ECPPS BOE reserving the right to accept or reject the increase, or cancel the Contract. Such action by ECPPS BOE shall occur not later than 15 days after the receipt by ECPPS BOE 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 ECPPS BOE's accounts payable department with a copy to the ECPPS BOE 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 ECPPS BOE or its nominee.
12. **Rejection.** All Goods and Services shall be received subject to ECPPS BOE'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. ECPPS BOE 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, ECPPS BOE 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.
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. The 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.
15. **Iran Divestment.** 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 or entity engaging in investment activities in Iran. Contractor further certifies that in the performance of this Agreement it shall not use any contractor or subcontractor that is identified on such a list.
16. **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 ECPPS BOE of the Goods and Services and shall run to ECPPS BOE 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, ECPPS BOE 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.

17. **Indemnification.** Contractor shall indemnify and hold harmless ECPPS BOE, 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 ECPPS BOE, 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 ECPPS BOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless ECPPSBOE, 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.
18. **Insurance.** Unless such insurance requirements are waived or modified by ECPPS BOE 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 ECPPS BOE 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 ECPPS BOE and shall contain the provision that ECPPS BOE 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.
19. **Termination for Convenience.** For good cause as determined by ECPPS BOE in good faith, ECPPS BOE shall have the right to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing from ECPPS BOE to Contractor. If the Contract is terminated by ECPPS BOE 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 ECPPS BOE will not be liable to Contractor for any costs for completed Good, Goods in

process or materials acquired or contracted, if such costs were incurred prior to the date of this Contract.

20. **Termination for Default.** ECPPS BOE 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 ECPPS BOE in law or equity, ECPPS BOE may procure upon such terms as ECPPS BOE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall be liable to ECPPS BOE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
21. **Contract Funding.** It is understood and agreed between Contractor and ECPPS BOE that ECPPS BOE'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 ECPPS BOE for any payment may arise until funds are made available to ECPPS BOE's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, ECPPS BOE may at its discretion immediately terminate the Contract. ECPPS BOE shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
22. **Accounting Procedures.** Contractor shall comply with any accounting and fiscal management procedures prescribed by ECPPS BOE 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.
23. **Improper Payments.** Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to ECPPS BOE 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 ECPPS BOE notifies Contractor in writing that a payment has been determined to be improper.
24. **Contract Transfer.** Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of ECPPS BOE.
25. **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.
26. **Key Personnel.** Contractor shall not substitute for key personnel assigned to the performance of the Contract without prior written approval from ECPPS BOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor. "ECPPS BOE Project Coordinator" is the individual at ECPPS BOE responsible for administering the Contract.
27. **Contract Modifications.** The Contract may be amended only by written amendment duly executed by both ECPPS BOE and Contractor. However, minor modifications may be made by ECPPS BOE 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 ECPPS BOE 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.
28. **Relationship of Parties.** Contractor is an independent contractor and not an employee of ECPPS BOE. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any

purpose between Contractor and ECPPS BOE. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.

29. **Advertisement.** The Contract will not be used in connection with any advertising by Contractor without prior written approval by ECPPS BOE.
30. **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.
31. **Conflict of Interest.** Contractor represents and warrants that no member of ECPPS BOE 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 ECPPS BOE 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 shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
32. **Gratuities to BOE.** The right of Contractor to proceed may be terminated by written notice if ECPPS BOE determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of ECPPS BOE in violation of policies of ECPPS BOE.
33. **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 an ECPPS BOE Contract or in connection with a subcontract relating to an ECPPS BOE Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to ECPPS BOE in writing the possible violation.
34. **Monitoring and Evaluation.** Contractor shall cooperate with ECPPS BOE, or with any other person or agency as directed by ECPPS BOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit ECPPS BOE to evaluate all activities conducted under the Contract. ECPPS BOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from ECPPS BOE property and from performing services under the Contract following provision of notice to Contractor of the reasons for ECPPS BOE's dissatisfaction with the services of Contractor's employee.
35. **Financial Responsibility.** Contractor represents that it is financially solvent and able to perform under the Contract. If requested by ECPPS BOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by ECPPS BOE'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 ECPPS BOE shall be entitled, at its sole option, to cancel any unfulfilled part of the Contract without any liability whatsoever.
36. **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. ECPPS BOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
37. **Inspection at Contractor's Site.** ECPPS BOE 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 ECPPS BOE 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.

38. **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 ECPPS BOE'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 ECPPS BOE 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 ECPPS BOE 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 ECPPS BOE, 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 ECPPS BOE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by ECPPS BOE, be deemed to be confidential or proprietary information and shall be acquired by ECPPS BOE free from any restrictions as part of the consideration of the Contract.
39. **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 the Contractor shall keep in confidence any such designs in its possession for purposes of this Contract.
40. **Intellectual Property.** Contractor agrees, at its own expense, to indemnify, defend and save ECPPS BOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that ECPPS BOE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
41. **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.
42. **Background Checks.** At the request of ECPPS BOE's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor involved in the performance of the Contract shall submit to ECPPS BOE criminal background check and drug testing procedures.
43. **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 ECPPS BOE 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 Elizabeth City-Pasquotank County Schools or Pasquotank County on behalf of Elizabeth City-Pasquotank County Public Schools. Failure to comply may result in legal action and termination of the contract for default.

44. **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.
45. **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.
46. **Attorney's Fees.** In the event of legal proceedings related to the Contract, ECPPS BOE shall be entitled to recover its costs and reasonable attorney's fees to the maximum extent allowed by law, should ECPPS BOE be the prevailing party.
47. **No Third-Party Benefits.** The Contract shall not be considered by the 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.
48. **Force Majeure.** If ECPPS BOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by ECPPS BOE 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 acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of ECPPS BOE.
49. **Ownership of Documents.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by ECPPS BOE. 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 ECPPS BOE, be turned over to ECPPS BOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to ECPPS BOE shall not, unless otherwise specifically agreed upon in writing by ECPPS BOE, be deemed to be confidential or proprietary information and shall be acquired by ECPPS BOE free from any restrictions as part of the consideration of the Contract.
50. **Strict Compliance.** ECPPS BOE 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.
51. **General Provisions.** ECPPS BOE'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, ECPPS BOE 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 delegate the performance of any of its obligations hereunder, without ECPPS BOE prior, express written consent.

- 52. **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 Pasquotank County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
- 53. **Federal Tax Number or Social Security Number.** Upon request by ECPPS BOE or its representatives, Contractor shall provide its federal tax identification number or, if Contractor is an individual, his or her Social Security Number.

BIDDER'S PROPOSAL:

NAME:
PRODUCT DELIVERY DATE: <i>PLEASE PROVIDE AN ESTIMATED DELIVERY DATE FROM TIME OF PURCHASE ORDER RECEIPT FROM ELIZABETH CITY-PASQUOTANK COUNTY SCHOOLS</i>
CONTACT PERSON:
PHONE NUMBER:

VENDOR SPECIFICS

Please include in this section any information you deem pertinent relating to your proposal for this IFB.



It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified. By signing this document, the vendor agrees to follow all guidelines/provisions outlined in this IFB, including, but not limited to the Elizabeth City-Pasquotank Board of Education’s IFB guidelines and the Elizabeth City-Pasquotank Public Schools contract award terms. In addition, the vendor agrees to follow the complete instructions, terms and conditions outlined in this document, and recognizes that failure to follow these instructions, terms and conditions will result in the vendor’s proposal being withdrawn from consideration.

Bidder Signature:

Must be signed by the person(s) authorized to submit proposals for the company

Elizabeth City-Pasquotank Public Schools Office use only

Date IFB received:	Time Received:
Opened By:	Date/Time opened:
Signature:	

Bid Accepted **Bid Rejected**

If rejected, please specify the reasoning:
