



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

**Student Transportation  
Camera Replacement  
For a 5-Year Term**

**Request for Proposal  
RFP NO. 200-CAMERA-09192025-CR**

(9-10-2025)

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## **Important Dates and Information**

- **Request for Proposals Published:** September 10, 2025
- **Questions Due:** by 5:00 pm on September 15, 2025 to [purchasing@johnston.k12.nc.us](mailto:purchasing@johnston.k12.nc.us)
- **Questions Answered by** 10:00am on September 16, 2025 can be found at this [Link](#)
- **Proposals Due:** by 12:00 pm on September 19, 2025
- **Public Bid Opening:** All Sealed bids will be publicly opened on September 19, 2025 at 12:00pm at JCPS Simpson Building, 2320 US HWY 70 Business East, Smithfield, NC 27577
- **Award Notice shared before the** Board Meeting on October 14, 2025
- **Presented to the Board** on October 14, 2025

*\*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.

## Request for Proposals / Bid Instructions

### Student Transportation Camera Replacement for Johnston County Public Schools

#### Bid Package Evaluation Criteria

Bid Packages will be evaluated on the ability to meet requirements of this Request for Proposals (RFP). Proposals will be evaluated according to RFP pricing (30%), design function and technical requirements (25%), customer support and responsiveness (20%), length of warranty (15%), and system integration/customization capabilities (10%).

#### Submittal Requirements

If a vendor would like to be considered for providing Student Transportation Camera Replacement, please submit one (1) hard copy and one (1) digital copy in a USB drive of your Bid Package in a sealed envelope to:

Johnston County Public Schools  
Purchasing Department  
RFP No. 200-CAMERA-09192025-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 **12:00 PM on September 19, 2025 at the JCPS Simpson's Building located at 2320 US HWY 70 Business East Smithfield, NC 27577, RFP No. 200-CAMERA-09192025-CR** Vendors accept all risks of late delivery of bid packages regardless of fault.

**NOTE: RFP No. 200-CAMERA-09192025-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. Refer to page 11 for proper mailing instructions.**

Bids submitted via facsimile (FAX), telephone, open, see through and/or electronic means including but not limited to email, WILL NOT BE ACCEPTED in response to this Request for Proposals. **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.\*\*\***

## **I. BACKGROUND**

Johnston County Public Schools (JCPS) is seeking bids from vendors who can deliver a comprehensive Student Transportation Camera solution. The vendor must provide or arrange to provide all materials, equipment, software, licenses, warranties, installation, technical support and training necessary. The goal for the project is to have installation and training completed by January 5, 2026.

## **II. PURPOSE**

It is the purpose of this Request for Proposal (RFP) to select a vendor capable of replacing current Digital Video Recorders (DVR) and camera systems. JCPS is currently looking to replace camera systems on 100 school buses.

## **III. INFORMATION ABOUT THE CARRIER**

Bidders must submit a Letter of Interest. The Letter of Interest must identify a contact person for questions during the bidding process and provide contact information including telephone number, fax, email and postal address.

Provide three (3) reference letters from school districts and/or agencies where similar services have been performed. References shall list the name of the school district and/or agency, a contact name, contact phone number and email address.

State any conflicts of interest your carrier or any key individual may have with JCPS, JCPS employees or Board of Education members. (see District Board of Education Policy 2121 and 7730 on the JCPS website for additional information regarding JCPS conflict of interest policies).

Litigation History- Include a statement detailing whether the carrier is currently in litigation or has been in litigation in the past five (5) years. If there is litigation history, please explain each occurrence and the circumstances with the outcome.

## **IV. STATEMENT OF NEEDS**

The successful vendor is required to perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of this RFP document and any negotiated contract(s). 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 and contract. JCPS will look to the vendor and their identified personnel to coordinate and deliver the services described in this RFP. The services shall not be delegated to sub-vendors or assigned to any third party.

The awarded vendor shall be fully responsible for the successful delivery, implementation, continued support and all things and services necessary for the complete project.

Vendors shall include a detailed and separate cost analysis for each component to include but not be limited to hardware (purchase, not lease), removal of current hardware, software, delivery,

installation, setup, implementation, training, licenses, annual maintenance agreements and taxes. Please provide a separate cost for cloud-based, remote-access software and live view access for a term of 5 years. (Attachments A-D)

## **V. VENDOR RESPONSIBILITY**

The vendor shall plan for work to be done as necessary to accommodate the school district's class and transportation schedules. All vendor employees are required to have visible identification badges at all times while on school system property. Vendor shall be responsible for ensuring no employee comes onto school system property who has been convicted of a felony, who appears on any sex offender registry, or who has been convicted of a misdemeanor involving harm to children. The vendor shall maintain worker's compensation insurance for its employees and general liability insurance with at least \$1,000,000 in coverage.

## **VI. SCOPE OF WORK**

### DVR Specifications

School Buses - Connectivity for at least 5 wide-angle cameras with audio.

Capability of utilizing a Solid State Drive, a SD Card, or a combination of SSD/SD Card for recording video.

User configurable vehicle sensors i.e. Event Marker, Stop Arm, Door Open/Close, and Amber/Red 8 way lights.

Passive GPS integration for video recording and incident review.

Wi-Fi capabilities for integration with Johnston County Public Schools Department of Information Technology's wireless network and pre-installed Kajeet modem/router.

Standardized new installation kits should include DVR with power cabling, Event Marker with cabling, 5 or more Cameras with cabling, Wi-Fi Antenna with ethernet cable, and Vehicle Sensor input cable.

DVR should be able to be mounted both vertically and horizontally in overhead compartments.

DVR should have an integrated battery cutoff timer to isolate the Camera system from vehicle batteries after a set period of time of the Vehicle Ignition being turned off.

DVR Wi-Fi system should be able to be configured for automated email notification of alerts. Alerts can include malfunctions along with notifications of downloaded video.

DVR should begin recording once the Vehicle is started, have a User Configurable Delay Shutdown Timer once the Vehicle Ignition is off, and have a User configurable Standby Time to allow for video download over a wireless network.

DVR should provide a User connection through which the User can configure the DVR settings.

DVR should have an anti-tampering device such as a locking front cover or locking hard drive enclosure to prevent unauthorized personnel from removing the storage device.

DVR System Hardware: Per vehicle, the selected vendor shall propose a digital video recorder (DVR) capable of recording at least 8 video channels with audio compatible with removable hard drives with a least 1TB storage.

Event Marker should have physical lights to show the status of the DVR system.

Be capable of streaming real-time video over wireless network for review by administrative staff.

Be able to transfer recorded video and audio through automatic download over wireless network, connection to a PC or laptop via USB, and/or removable disk.

Contain a vandal- and shock-resistant covering with lock accessible by authorized personnel only.

### Camera Specifications

Interior Cameras should be able to be configured independently, have a minimum resolution of 1080p (1080x1920), and a minimum frame rate of 20 frames per second.

Each Camera should be able to be configured to record when the Vehicle is started or through a Sensor input.

Each Camera and Camera cable should provide DC Voltage, Video, and Audio.

A camera placement diagram can be found in Attachment E.

The selected vendor shall propose a color camera with a high definition video resolution and high-quality audio to capture driver and passenger interactions at the front entrance, passenger seating areas and wheelchair lift area. Cameras, at a minimum, should:

Driver and entrance area (Interior Cameras)

3-4 Mid bus view

Dashboard view

Have minimum of 1080p HD resolution

Be operational during day and night

Be resistant to tampering, vandalism, and theft

Be operational in low-light conditions (Infrared/Night Vision)

Contain scratch-resistant, anti-glare, impact-resistant lenses

Contain an appropriate lens width to have full view of the passenger seating area

Be stable and free of vibration

Include built-in microphones on all interior cameras

Receive power directly from the DVR

Motion detection is preferred but optional

### Software Specifications

Monitor camera systems on the entire fleet for functionality remotely.

Include capabilities to access live and recorded video over the network.

Allow administrative staff to review video simultaneously, save, and send with encryption capabilities.

Allow viewing of multiple video channels simultaneously.

Provide health reports on the status of cameras, DVRs, SSD, or other issues.

Ability to navigate through playback controls.

Be able to easily create specific search criteria by selecting a combination based on the following: date, time, location, vehicle number, incident/event, thresholds, and geofences.

Allow video clips, portions of clips, or images to be saved for review by external agencies.

Ability to jump within video footage by entering specified time of event is preferred.

Be compatible with any GPS receiver with geofencing capabilities to support auto download.

The system shall allow the user to select for display, on a single monitor in a split-screen format, the time-synchronized video recorded by a particular DVR from some or all of the on-board cameras.

The system shall adjust the size of the selected video images to ensure that all portions of each video frame are visible on the monitor.

The system shall allow users to play video in forward or reverse video playback modes.

The system shall allow users to vary the playback speed over a range of at least 1/4x and 4x speed.

The system shall allow users to step through the video playback one frame at a time and rest on any given frame indefinitely.

The system shall allow the user to immediately jump to the beginning or end of recorded video on the hard drive.

The system shall allow the user to immediately jump to the beginning of each flagged video segment on the hard drive.

The system should allow the user to access video by tablet, cellphone and computer.

### Information Technology Requirements

Vendor should have a proven track record along with an established client base in the school bus transportation industry.

Vendor should provide technical assistance and training during the first few weeks of operation at no additional cost.

Vendor should offer a minimum Warranty period of 3 years (preferably 5 years) to cover the DVR, SSD, cameras, and related equipment.

Vendor should offer web-based remote video storage that can be integrated with the Johnston County Public Schools network. The Vendor must disclose the provisions to secure the database in its proposal. The methods used for encrypting stored passwords, video clips, and images must be disclosed. Industry standard encryption methods utilizing at least 256-bit encryption techniques are required.

All software applications must have the ability to use a security control mechanism to authorize users (e.g., Windows Authentication based upon Active Directory setup).

Proposed system must meet NDAA compliance.

## **VII. ON-SITE IMPLEMENTATION AND TRAINING**

The vendor shall provide a high level comprehensive on-site project timeline for installation and training in accordance with the district's plan that outlines how you see JCPS implementation of your solution. Include major milestones and key deliverables and dates that will be generated during the project on all aspects of the proposed hardware and software by the specified time outlined. The training plan should be sufficiently detailed and provide the following:

Include timelines and training schedules .

Outline objectives and outcomes.

Provide unlimited refresher training and new employee/user orientation at no additional cost.

Provide ongoing support for the services provided.

Describe hours of operation and response time for ongoing support.

Provide a dedicated team/development services for initial setup and configuration while staff are being trained.

Describe the type of JCPS resources required to be assigned to the implementation project.

Provide a dedicated single point of contact (Project Manager) during Implementation. Any changes must be approved in advance with JCPS.

Describe your largest implementation (ex.concurrent users, database size etc.,)

## **VIII. PERIOD OF SERVICE**

Vendor will be expected to provide services for five years pursuant to these specifications. Services will begin on the date of completed fleet installation.

## **IX. SELECTION COMMITTEE**

A selection committee will evaluate the information submitted. Interviews with short-listed vendors are anticipated but may not be held at the option of the Selection Committee. 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 RFP while the RFP 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.

The Johnston County Board of Education reserves the right to reject any or all proposals submitted, or to accept a higher proposal if it is felt that the higher proposal provides better services or products for our employees or school system. Proposals will be evaluated during this process.

Johnston County Public Schools reserves the right to reject any and all proposals and discontinue the RFP process without obligation or liability to any potential vendor.

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.

## **X. QUESTIONS**

All questions concerning this RFP, or any request for additional data or information must be submitted in writing via email to the Purchasing Department by emailing [purchasing@johnston.k12.nc.us](mailto:purchasing@johnston.k12.nc.us) subject line must reference **QUESTIONS RFP No. 200-CAMERA-09192025-CR** by **5:00PM on September 15, 2025**.

Responses to these questions will be provided **no later than 10:00AM on September 16, 2025** via this [LINK](#) JCPS will make every effort to provide answers to questions within 24 hours of receiving the question via the Link provided. Questions received after the timeframe provided to submit questions are not guaranteed to be answered. JCPS will make every effort to answer any and all questions submitted.

## **XI. COST OF RESPONDING**

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

## **XII. MAILING INSTRUCTIONS:**

Mail only one fully executed bid document, one (1) hard copy and one (1) digital copy of the bid package in a USB drive in a single envelope. Bids should be completely sealed, address envelope, and include bid number as shown below. Johnston County Public Schools Purchasing Department, located at Simpson's Building, 2320 US HWY 70 Business East Smithfield, NC 27577 RFP No. 200-CAMERA-09192025-CR Attn: Purchasing Department, no later than **12:00P.M. on September 19, 2025**.

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

The time/date recorder located at JCPS Simpson's Building, 2320 US HWY 70 Business East Smithfield, NC 27577, will be used to record the official time of receipt. **The outside of the sealed envelope or package shall be marked RFP No. 200-CAMERA-09192025-CR and include Vendor Name. 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  
Purchasing Department  
RFP No. 200-CAMERA-09192025-CR  
Simpson's Building  
2320 US HWY 70 Business East  
Smithfield, NC 27577

**RFP 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 TO BE CONSIDERED NON RESPONSIVE**

REQUIRED BID SUBMITTAL FORM

Bids will be received until 12:00 PM on September 19, 2025

**Complete bid for total scope of work (including labor, equipment, all necessary materials, tax, shipping, technical support, training and warranties).** A Detailed Quote identifying total scope of work (including labor, equipment, all necessary materials, tax, shipping, technical support, training and warranties) must be attached to verify the bidder can meet the needs of Johnston County Public Schools for Student Transportation Camera Replacement. **Johnston County Public Schools is NOT sales tax exempt. Taxes MUST be included in your bid.**

**Student Transportation Camera Replacement Pricing Table Guide Without Stop-Arm System** - Vendor must provide documentation for hardware, software, labor, etc. for equipment as indicated above for JCPS needs. JCPS will need sufficient information to verify vendor can provide the equipment and Services.

| Description  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|--------|--------|--------|--------|--------|
| Hardware-<br>Include costs of hardware and hardware support  |        |        |        |        |        |
| Software-<br>Include software support                        |        |        |        |        |        |
| Labor- Include costs of hardware removal/ installation costs |        |        |        |        |        |
| Miscellaneous  |        |        |        |        |        |

Total Bid (Sum of Years 1 - 5): \$ \_\_\_\_\_

Term of Hardware Warranty: \_\_\_\_\_

REQUIRED BID SUBMITTAL FORM

Bids will be received until 12:00 PM on September 19, 2025

**Complete bid for total scope of work (including labor, equipment, all necessary materials, tax, shipping, technical support, training and warranties).** A Detailed Quote identifying total scope of work (including labor, equipment, all necessary materials, tax, shipping, technical support, training and warranties) must be attached to verify the bidder can meet the needs of Johnston County Public Schools for Student Transportation Camera Replacement. **Johnston County Public Schools is NOT sales tax exempt. Taxes MUST be included in your bid.**

**Student Transportation Camera Replacement Pricing Table Guide With Stop-Arm System** - Vendor must provide documentation for hardware, software, labor, etc. for equipment as indicated above for JCPS needs. JCPS will need sufficient information to verify vendor can provide the equipment and Services.

| Description  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|--------|--------|--------|--------|--------|
| Hardware-<br>Include costs of hardware and hardware support  |        |        |        |        |        |
| Software-<br>Include software support                        |        |        |        |        |        |
| Labor- Include costs of hardware removal/ installation costs |        |        |        |        |        |
| Miscellaneous  |        |        |        |        |        |

Total Bid (Sum of Years 1 - 5): \$ \_\_\_\_\_

Term of Hardware Warranty: \_\_\_\_\_

REQUIRED BID SUBMITTAL FORM

Bids will be received until 12:00 PM on September 19, 2025

**Complete bid for total scope of work (including labor, equipment, all necessary materials, tax, shipping, technical support, training and warranties).** A Detailed Quote identifying total scope of work (including labor, equipment, all necessary materials, tax, shipping, technical support, training and warranties) must be attached to verify the bidder can meet the needs of Johnston County Public Schools for Student Transportation Camera Replacement. **Johnston County Public Schools is NOT sales tax exempt. Taxes MUST be included in your bid.**

**Remote/Live Access Student Transportation Camera Replacement Pricing Table Guide Without Stop-Arm System** - Vendor must provide documentation for hardware, software, labor, etc. for equipment as indicated above for JCPS needs. JCPS will need sufficient information to verify vendor can provide the equipment and Services.

| Description  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|--------|--------|--------|--------|--------|
| Hardware-<br>Include costs of hardware and hardware support  |        |        |        |        |        |
| Software-<br>Include software support                        |        |        |        |        |        |
| Labor- Include costs of hardware removal/ installation costs |        |        |        |        |        |
| Miscellaneous  |        |        |        |        |        |

Total Bid (Sum of Years 1 - 5): \$ \_\_\_\_\_

Term of Hardware Warranty: \_\_\_\_\_

REQUIRED BID SUBMITTAL FORM

Bids will be received until 12:00 PM on September 19, 2025

**Complete bid for total scope of work (including labor, equipment, all necessary materials, tax, shipping, technical support, training and warranties).** A Detailed Quote identifying total scope of work (including labor, equipment, all necessary materials, tax, shipping, technical support, training and warranties) must be attached to verify the bidder can meet the needs of Johnston County Public Schools for Student Transportation Camera Replacement. **Johnston County Public Schools is NOT sales tax exempt. Taxes MUST be included in your bid.**

**Remote/Live Access Student Transportation Camera Replacement Pricing Table Guide With Stop-Arm System** - Vendor must provide documentation for hardware, software, labor, etc. for equipment as indicated above for JCPS needs. JCPS will need sufficient information to verify vendor can provide the equipment and Services.

| Description  | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|--------|--------|--------|--------|--------|
| Hardware-<br>Include costs of hardware and hardware support  |        |        |        |        |        |
| Software-<br>Include software support                        |        |        |        |        |        |
| Labor- Include costs of hardware removal/ installation costs |        |        |        |        |        |
| Miscellaneous  |        |        |        |        |        |

Total Bid (Sum of Years 1 - 5): \$ \_\_\_\_\_

Term of Hardware Warranty: \_\_\_\_\_

\* If bidder charges for initial training and/or continual training, indicate it in the quote bidder attachments, including if it will change on an annual basis. Any and all changes are required to be indicated.

QUOTE EXACTLY AS SPECIFIED. JOHNSTON COUNTY PUBLIC SCHOOLS RESERVES THE RIGHT TO DETERMINE IF BIDDER'S OFFER IS ACCEPTABLE. IF QUOTING ITEMS, ALL INFORMATION, INCLUDING ITEM NUMBERS AND COMPLETE DESCRIPTIONS, MUST BE PROVIDED TO ENSURE IT ALIGNS WITH JCPS NEEDS.

**ALL SHIPPING CHARGES, DELIVERY CHARGES, SALES TAX OR ANY OTHER FEES MUST BE INCLUDED IN THE BID PRICE. IT IS UNDERSTOOD THAT THE PRICES QUOTED HEREIN THAT DO NOT EXPLICITLY STATE ANY OF THE ABOVE IS THE BIDDERS FULL AND COMPLETE RESPONSE TO THIS REQUEST FOR PROPOSALS AND WILL BE BOUND BY THE PRICE(S) QUOTED.**

**JOHNSTON COUNTY PUBLIC SCHOOLS WILL NOT BE RESPONSIBLE FOR ADDITIONAL CHARGES NOT STATED IN QUOTE PROVIDED IN RESPONSE TO THIS REQUEST FOR PROPOSALS.**

**Additional Quantities**

Johnston County Public Schools is requesting for the period of when an award through the issuance of a valid Purchase Order from Johnston County Public Schools (JCPS) until January 6, 2031 the right to acquire additional quantities at the amount quoted in this bid.

**By signing below bidder agrees to honor unit price for additional quantities needed not to exceed January 6, 2031.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date**

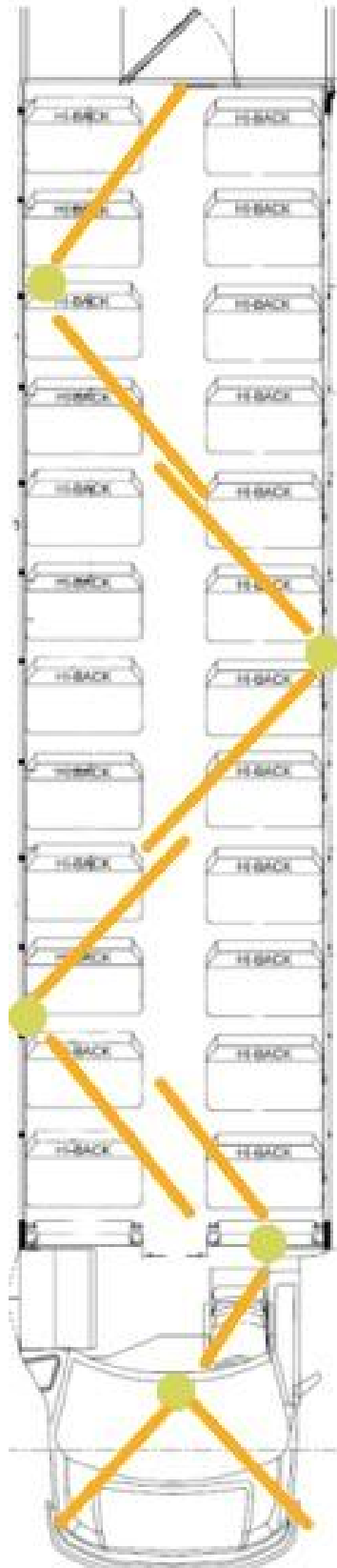
**EXECUTION**

In compliance with this Request for Proposals, 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.

**Failure to execute/sign bid (Attachment A) prior to submission shall render the bid invalid. Late bids are not acceptable.**

|  |       |                                   |                         |
|--|-------|-----------------------------------|-------------------------|
| BIDDER:  |       | FEDERAL ID OR SOCIAL SECURITY NO. |                         |
| STREET ADDRESS:  |       | P.O. BOX:                         | ZIP:                    |
| CITY & STATE & ZIP:  |       | TELEPHONE NUMBER:                 | TOLL FREE TEL. NO (800) |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE  |       |                                   |                         |
| HAS YOUR COMPANY BEEN DEBARRED, SUSPENDED EXCLUDED OR INELIGIBLE FROM DOING BUSINESS WITH EITHER THE STATE OR FEDERAL GOVERNMENT? YES NO |       |                                   |                         |
| TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:  |       | FAX NUMBER:                       |                         |
| AUTHORIZED SIGNATURE:  | DATE: | E-MAIL:                           |                         |



## **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.