



REQUEST FOR PROPOSALS
Staff Uniforms

PROPOSAL SUBMISSION DEADLINE: April 12, 2024 12:00 pm

QUESTION SUBMISSION DEADLINE: April 5, 2024 12:00 pm

Questions may be submitted in written form by email sent to: jedwards@martin.k12.nc.us.
Questions will be answered and posted on MCS home page at martin.k12.nc.us

Proposal due at this location by the submission deadline:

Martin County Schools
300 N. Watts St.
Williamston, NC 27892

- Refer to page 2 for proper mailing instructions.
- Bids are subject to rejection unless submitted on this form.

Execution. In compliance with this Request for Proposals (RFP), 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 (GS.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.

Failure to execute/sign bid prior to submission shall render bid invalid. Late bids are not acceptable.

Bidder:	Federal Tax ID or Social Security No:
Street Address/PO Box:	
City, State, Zip:	Telephone No: Fax No:
Type or Print Name & Title of Person Signing:	

Offer valid for 30 days from date of bid opening unless otherwise stated here: ____days (See Instructions to Bidders, Item 5).

Are you a NC Recognized Historically Underutilized Business (HUB)? ____YES ____
NO ____

If unsure, don't answer. More information: <https://ncadmio.nc.gov/businesses/hub>

Mailing Instructions: Submit one (1) fully executed bid document, unless otherwise instructed, and only one bid per envelope by either of the methods below. DO NOT SUBMIT AN ELECTRONIC OR FAXED COPY OF YOUR BID. THIS SHALL BE CAUSE FOR REJECTION OF YOUR BID.

It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. Opening Date: April 12, 2024 at 12:00pm

Delivered By US Postal Service or Courier	Hand Delivered
Attn: John Edwards Martin County Schools 300 N. Watts St. Williamston, NC 27892	Attn: John Edwards Martin County Schools 300 N. Watts St. Williamston, NC 27892

Items referenced and specified herein are based upon a particular manufacturer, but are used for the purpose of identification and to establish a general quality level. Such references are not intended to be restrictive, and functionally equivalent products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. Functional equivalency shall be determined by Martin County Schools (MCS). MCS shall not be obligated to accept deviations if deemed not to be in the best interest of MCS.

Quantities shown are not a guarantee of purchase. The quantities could be more or less. Please take that into consideration when you are submitting a bid.

Award Criteria: As provided by statute, award will be based on the lowest and best bid(s) (most advantageous to MCS) as determined by consideration of:

Price of the eligible products and services requested	40
Quality of Garments	35
Prices for other services, products, and fees such as repairs and replacement	10
Local in-state vendor	15

MCS reserves the right to waive any minor informality or technicality in bids received.

Bid Evaluation: Bids are requested on the items and/or equipment as hereinafter specified. Bidders are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

Basis for Rejection: Martin County Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to Martin County Schools; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of Martin County Schools.

Budgetary Limitations: Should it become necessary, based upon budgetary limitations, MCS reserves the right to reduce or increase quantities. Therefore, bidders must include all fees associated with the proposal, including taxes and setup charges.

Timeline for Complete Order: MCS reserves the right to order portions of the total items in phases, not to exceed 1 year from the date the bid is awarded or until the end of the 2023-2024

academic year, whichever is later. The price listed must be offered to Martin County Schools for the duration of 1 year for additional orders of the product listed in this bid.

Delivery and Installation: Items called for herein will be furnished, delivered, off-loaded and left ready for use in accordance with the requirements stated herein. All items must be pre-assembled upon arrival. All shipping cartons, packages, etc. must include the applicable MCS purchase order number clearly marked on the package or included on a packing slip/list with the package. MCS reserves the right to consider the delivery time offered as a factor in the award of contract.

Deviations: Deviations from specifications and requirements must be documented on a separate sheet and attached to your bid. Item(s) offered is (are) in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

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

Award Notification: After the bids have been evaluated and an award has been made, each vendor who submitted a bid will be notified of the award. The award may not be made for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

Confidentiality of Bids: In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of MCS until after the award of the contract. All bidders are advised that they are not to have any communications with MCS during the evaluation of the bids (after the public opening of the bids and before the award of the contract) unless MCS contacts the bidder for the purpose of seeking clarification. A bidder shall not: transmit to the issuing and or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised equipment, defects, errors and/or omissions in any other bidder's bid and/or prices at any time during and/or award of the contract that is subject of this RFP. Bidders not in compliance with this provision may be disqualified, at the option of MCS, from the contract award.

INSTRUCTIONS TO BIDDERS

1. **Read, Review and Comply:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **Notice to Bidders: DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

Execution: Failure to sign under the EXECUTION section will render the bid invalid.

3. **Order of Precedence:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Martin County Schools' General Contract Terms and Conditions, and (4) and (5) Instructions to Bidders.
4. **Time for Consideration:** Unless otherwise indicated on the first page of this document, the bidder's offer shall be valid for 30 days from the date of bid opening. Preference may be given to bids allowing not less than 30 days for consideration and acceptance.
5. **Specifications:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it **will** be considered that items offered are in strict compliance with these specifications, and the bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
6. **Information and Descriptive Literature:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit descriptive literature and/or complete specifications covering the products offered. Bids which do not comply with these requirements will be subject to rejection.
7. **Clarifications/Interpretations:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.
8. **Acceptance and Rejection:** MCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct. the incorrect price will be disregarded.
9. **References:** MCS reserves the right to require a list of users of the exact item offered. MCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
10. **Award of Contract:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to MCS as determined upon consideration of such factors as: prices offered; the quality of the 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 the intended use; the related services needed; the dates of

delivery and performance; and such other factors deemed by MCS to be pertinent or peculiar to the purchase in question. MCS reserves the right to accept any individual item or group of items on a multi-item bid.

11. **Historically Underutilized Businesses:** Martin County Schools (MCS) is committed to the State of North Carolina Historically Underutilized Business (HUB) Program. MCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
12. **Confidential Information:** As provided by statute and rule, MCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
13. **Samples:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Requests for the return of samples must be made within 10 days following the date of bid opening. Otherwise the samples will become MCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
14. **Transportation:** Transportation of Deliverables shall be FOB Destination, unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by Martin County Public Schools. In cases where parties, other than the Vendor ship materials against the order, the shipper must be instructed to show the purchase order number on all packages and shipping manifest to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

GENERAL 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 MCS 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 MCS

with respect to the purchase by MCS 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 MCS 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 MCS shall be deemed accepted by or binding on MCS. MCS 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 MCS's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by MCS are subject to correction.

2. **Availability of Funds:** No legal liability on the part of MCS for any payment may arise until funds are made available to MCS' Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, MCS may at its discretion immediately terminate the Contract. MCS shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
3. **Quantities:** Shipments must equal exact amounts ordered unless otherwise agreed to in writing by MCS. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
4. **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 MCS 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 MCS unless otherwise agreed to in writing. Should the Contract Documents include any provision allowing an increase in the contract price due to external conditions, Contractor shall inform MCS of such change and MCS shall have the right to terminate the Contract if desired.
5. **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.
6. **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 MCS or its nominee.
7. **Rejection:** All Goods and Services shall be received subject to MCS' 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. MCS 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.

8. **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 or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by MCS of the Goods and Services and shall run to MCS 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, MCS 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.
9. **Insurance:** Unless such insurance requirements are waived or modified by MCS 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 MCS 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 MCS and shall contain the provision that MCS 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.
10. **Indemnification:** Contractor shall indemnify and hold harmless MCS, 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

MCS, 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 MCS in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless MCS, 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.

11. **Taxes:** MCS is NOT exempt from N.C. sales tax. Any applicable taxes shall be invoiced as a separate item.
12. **Situs:** The place of this contract, its situs and forum, shall be Martin County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
13. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
14. **Inspection at Contractor's Site:** MCS 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 MCS' determination that such equipment/item, plants or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
15. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
16. **Improper Payments:** Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to MCS 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 MCS notifies Contractor in writing that a payment has been determined to be improper.
17. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex national origin or disability.
18. **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.
19. **Intellectual Property:** Contractor agrees, at its own expense, to indemnify, defend and save MCS harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that MCS's use, possession or sale of the Goods

or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

20. **Conflict of Interest:** Contractor represents and warrants that no member of MCS 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 MCS 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.
21. **Gratuities to MCS:** The right of Contractor to proceed may be terminated by written notice if MCS determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of MCS in violation of policies of MCS.
22. **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 MCS Contract or in connection with a subcontract relating to a MCS Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to MCS in writing the possible violation.
23. **Iran Divestment Act and Divestment from Companies Boycotting Israel:** No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.
24. **Background Checks:** At the request of MCS's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor involved in the performance of the Contract shall submit to MCS criminal background check and drug testing procedures.
25. **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 MCS 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 Martin County Schools or Martin County on behalf of Martin County Schools. Failure to comply may result in legal action and termination of the contract for default.

26. **E-Verify:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
27. **Policy Compliance:** Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
28. **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.
29. **Contract Transfer:** Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of MCS.
30. **Relationship of Parties:** Contractor is an independent contractor and not an employee of MCS. 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 MCS. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
31. **Advertisement:** The Contract will not be used in connection with any advertising by Contractor without prior written approval by MCS.
32. **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. MCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
33. **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 it 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 MCS'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 MCS 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 MCS 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 MCS, 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 MCS in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by MCS, be deemed to be confidential or proprietary information and shall be acquired by MCS free from any restrictions as part of the consideration of the Contract.

34. **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.
35. **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.
36. **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.
37. **Attorney's Fees:** In the event of legal proceedings related to the Contract, MCS shall be entitled to recover its costs and reasonable attorney's fees to the maximum extent allowed by law, should MCS be the prevailing party.

38. **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.

39. **Force Majeure:** If MCS 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 MCS 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 MCS.

Martin County Schools

Item Detail & Bid Sheet

Bidder Name:

DESCRIPTION / SPECIFICATIONS <i>Martin County Schools is seeking proposals to solicit responses from vendors that are qualified to provide a bid that includes staff uniforms and related services for Martin County Schools' custodians, maintenance workers, and bus mechanics, approximately 40 people and dust mops.</i> <i>Below are the requirements that Martin County Schools is looking for in vendors to provide staff uniforms. Your responses in the RFP should be well organized, clear and concise.</i>	
VENDOR EXPERIENCE Martin County Schools intends to enter into an agreement with a qualified vendor to rent/lease and provide ancillary services as required. The vendor must provide the following: <ol style="list-style-type: none">1. Examples of at least 3 similar projects in size, scope and cost.2. Must provide a list of projects, including references in the bid submission. Names, email addresses and phone numbers of at least 3 references should be included.3. Executive Summary that provides a brief narrative that summarizes the proposal and addresses the key benefits, qualifications and capabilities of the vendor.	

PROJECT REQUIREMENTS	
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Martin County Schools requires vendors to provide staff uniforms and related services for Martin County Schools' custodians, maintenance workers, and bus mechanics, approximately 40 people and dust mops. The following components must be included in the scope of work for the Staff Uniforms.	
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| <ol style="list-style-type: none">1. Custodians – 28 sets of uniforms2. Maintenance Techs – 8 sets of uniforms3. Bus Garage Techs – 4 sets of uniforms4. Bus Garage - rags5. Maintenance - Dust Mops for 9 buildings | |
|--|--|

*Uniforms consist of 11 shirts, 11 pants, and 2 coats	
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Note: Martin County Schools reserve the right to adjust the number of items needed based on the number of employees. All resources must be received no later than May 1, 2024.