



# **ELIZABETH CITY-PASQUOTANK PUBLIC SCHOOLS**

**Request for Qualifications #: 2026-001**

**Facility Conditions Assessment & Deferred Maintenance  
Planning**

**Date of Issue: Friday, October 31, 2025**

**Opening Date: Friday, November 21, 2025 at 2:00PM EST**

**Direct all inquiries concerning this RFQ to:**

**Wilma Jordan, Director of Facilities**

**Email: [wjordan@ecpps.k12.nc.us](mailto:wjordan@ecpps.k12.nc.us)**

# **REQUEST FOR QUALIFICATION (RFQ) FACILITY CONDITION ASSESSMENT AND DEFERRED MAINTENANCE PLANNING**

Your firm is invited to participate in this Request for Qualifications (RFQ) Process. Please review thoroughly all materials contained herein. Proposals will be received by Elizabeth City-Pasquotank Public Schools (ECPPS) Facility & Maintenance Services until 2:00PM Eastern Standard Time (EST), November 21, 2025.

EMAIL PROPOSALS TO: Wilma Jordan, [wjordan@ecpps.k12.nc.us](mailto:wjordan@ecpps.k12.nc.us) , subject line must reference **RFQ No. 2026-001** by 2:00 pm on November 21, 2025.

All questions concerning this RFQ, or any request for additional data or information, must be submitted in writing via email to Wilma Jordan, [wjordan@ecpps.k12.nc.us](mailto:wjordan@ecpps.k12.nc.us) subject line must state “**QUESTIONS RFQ No. 2026-001**” by 5:00PM EST on November 10, 2025.

Responses to these questions will be provided no later than November 14, 2025 via this [link](#). ECPPS will make every effort to provide answers to questions within 24 hours of receiving the question via the link provided. Questions received after 5:00PM EST on November 10, 2025 are not guaranteed to be answered. ECPPS will make every effort to answer any and all questions submitted.

It is critical that each respondent carefully review all background information, relevant attachments and RFQ terms and conditions, as they contain the primary components of the resulting contract, if amended.

It is suggested that you immediately review Section 2, the Schedule of Critical Dates.

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## **SECTION 1: Document Purpose**

In order to improve the quality and efficiency of operational services, Elizabeth City-Pasquotank Public Schools (ECPPS) is issuing a Request for Qualifications (RFQ) for a Comprehensive Facility Condition Assessment (FCA) and Deferred Maintenance Plan.

The desired outcome will be to document the present condition of educational and administrative facilities; to provide an annual, 5, and 10-year facilities maintenance schedule and plan necessary to repair, restore, and maintain ECPPS facilities in support of academic instruction.

This RFQ is issued by the ECPPS Facility & Maintenance Services Department, which is responsible for the requirements specified in this RFQ and for evaluation of all proposals.

ECPPS is seeking a full assessment of all 12 schools and 4 additional facilities.

## **SECTION 2: Schedule of Critical Dates**

The following is a proposed schedule of critical dates as expected by ECPPS. This schedule is subject to change at the sole option of ECPPS:

Issuance of RFQ by October 31, 2025

Questions from Firms Due by 5:00PM EST on November 10, 2025

Answers to Submitted Questions Released by 5:00PM EST on November 14, 2025

Proposals Due by 2:00PM EST on November 21, 2025

Interview Process November 24, 2025 - December 12, 2025

Recommendation to Board of Education January 26, 2026

Contract Signed TBD

Service Begin by February 6, 2026

Final Report Due by March 31, 2026

ECPPS will make every effort to adhere to the schedule for firm selection and contract execution. It is subject to adjustments at ECPPS' sole discretion. Adjustments may be made if further clarification of responses or terms of the contract resulting from this RFQ ("Contract" or "Agreement") is deemed by ECPPS to be in the best interest of ECPPS or in the event ECPPS requires more time to assure the selection of the Firm is in accordance with its policies, rules, and regulations, actual timing needs or other reasons as determined by ECPPS.

### **SECTION 3: General Information**

#### Project Overview

1. Comprehensive Facility Condition Assessment
  - a. Complete a comprehensive assessment of educational and administrative facilities owned and operated by ECPPS, including, but not limited to, those listed on Exhibit A.
  - b. Calculate Facility Condition Index (FCI) scores for buildings including FCI score for individual systems.
2. Deferred Maintenance Planning
  - a. Prioritize building systems based on need, observed deficiencies, remaining useful life, and classify each system based on a recommended timeframe for system replacements.
  - b. Determine ECPPS' overall outstanding capital needs and a recommended annual investment plan to address deferred maintenance.
  - c. Develop a multiyear capital improvement plan beginning July 1, 2026.

- d. Provide data on critical building systems, life expectancy, and capital investments on PDF and tabled formats on MS Excel spreadsheets.

### 3. Assets Inventory

- a. Information for each asset should be documented (Tag, Type, Building, Location, Expected Life, Expected Replacement, Installed Date, Born Date, Manufacture, Model Number, Serial Number, Voltage, HP, Year Installed, Expected Replacement Cost, other information as needed.)

The Firm is responsible for all supervision, labor, materials, supplies, and equipment to execute all services discussed in this RFQ. Work shall be performed in a professional and timely manner.

#### Time Frame

The start date shall be no more than 30 days after contract award.

Hours of operation: Monday through Friday 8:00am - 4:30pm. This project may not be conducted outside these hours of operation unless the parties agree otherwise in writing.

The Firm shall state in writing that the staff and equipment designated for the project shall not be assigned to any other client or project until the project is completed.

The primary lead contact person for ECPPS on this project will be:

Wilma Jordan, Director of Facilities  
312 Pritchard St.  
Elizabeth City, NC 27909

#### Firm Staff

The Firm shall name the Firm's Project Manager to have overall responsibility for the project and communication with ECPPS through the Director of Facilities. The Firm's Project Manager shall be onsite for

the entire duration of the project and shall direct all work by the Firm. If the Firm's Project Manager needs to leave the site for any period of time, another competent Manager or Supervisor shall be appointed (with ECPPS notified in advance).

The Firm shall designate the staff that will be involved in the project, including the number of personnel expected for the duration of the project. The Firm shall disclose whether regular staff will be used for the project, or if individuals will be hired locally. The Firm shall describe in detail their screening and training procedures so that ECPPS may determine the skill level of the individuals being hired and/or being used for the project.

The Firm staff must wear identification or some other means that immediately identifies the individual as working for the Firm.

No smoking, alcoholic beverages, or loud radios are allowed at the project site.

While at any ECPPS location, Firm's personnel, agents, and subconsultants shall comply with all reasonable requests, standard rules, and regulations of ECPPS regarding personal and professional conduct, including without limitation any security or privacy requirements, and shall otherwise conduct themselves in a businesslike manner.

ECPPS reserves the right to require the immediate removal or dismissal of any of the Firm's staff if, in ECPPS' sole judgment and discretion, their presence is not in the best interest of ECPPS or the project.

By executing a Contract pursuant to this RFQ, Firm affirms that it has conducted or will conduct a criminal background check on each employee or Firm that it intends to deploy to perform services under this Agreement and that such individuals have no history that would warrant exclusion from personnel assigned to perform services under this Agreement. Firm agrees to provide ECPPS copies of background reports for any individuals whose reports reflect any crimes other than minor traffic offenses prior to deployment of those individuals, and to conduct new background checks and provide reports to ECPPS upon

request, all at Firm's sole expense. In the alternative, Firm may provide ECPPS signed consents from all Firm employees that allow ECPPS to obtain background reports. If the alternative is chosen, ECPPS will issue invoices to the Firm for all costs incurred by ECPPS to obtain the reports. Firm will reimburse ECPPS within thirty (30) days after receipt of each invoice. If Firm learns at any time during the term of this Agreement that any of its employees or Firms performing services contemplated by the Parties has been charged with or convicted of a crime other than a minor traffic offense, Firm shall report the same to ECPPS within two (2) calendar days.

Firm agrees to remove any Firm employee or Firm from service under this Agreement upon request of ECPPS that includes a statement that ECPPS has a reasonable basis to believe the individual has failed to meet the standards of one or more of ECPPS's policies or violated any State or federal laws (exclusive of minor traffic violations). Firm agrees, upon ECPPS's request, to remove from service under this Agreement any employee or Firm if ECPPS states in such request that the employee's background report or observed or reported conduct on or near ECPPS' campuses gives ECPPS a reasonable basis to believe that such employee poses a risk of harm to any person or damage to or loss of property.

The Firm shall cooperate in coordinating with ECPPS staff and other Firms to ensure that all are able to perform their assigned tasks.

ECPPS shall provide guidance and access to all areas needed to complete the study as required during normal business hours.

The successful Firm shall review with ECPPS the detailed plans for the project far enough in advance of the planned start date so that any potential problems may be corrected early.

The Firm will be responsible for the prompt removal of trash generated by the project at the end of each workday. The Firm is responsible for final site cleanup at the end of the project. If the Firm does not maintain cleanliness to ECPPS' satisfaction, ECPPS will arrange to have the site cleaned and will deduct the charges from the amount owed to the Firm.

## **SECTION 4: Scope of Services**

Facilities Condition Assessment: This contract will require inspections of all facilities as specified herein by qualified consultant teams. It will produce an accurate analysis and report that identifies visible and discernable (by ways of non-destructive means) components and elements requiring maintenance or other planned action.

The facility conditions survey must focus on the following property elements:

- Exterior Systems – doors, roofs, window systems
- Interior Construction – doors, flooring, walls, visible structural components
- Interior Finishes – ceiling, flooring, wall finishes
- Emergency Power
- Fencing
- Fire/Life/Health Safety Systems
- Accessibility – ADA
- Heating, Ventilation and Air Conditioning
- Plumbing
- Electrical and Service Distribution
- Fire Suppression
- Special Construction -athletic fields, courts, gyms, labs, and other site surface structures
- Site Utilities
- Vertical Transportation (Elevators, lifts, etc.)
- Stormwater management and stormwater devices (BMPs)

For significant deficiencies, the Firm shall recommend a corrective action with project cost estimate. A significant deficiency is one that violates code, is a life safety threat, or affects building functionality and reliability.

Where appropriate, multiple correction methodologies indicating the range of possible corrective measures and associated costs will be developed by the Firm.

Categorization/Classification/Prioritization of Audit Data -Each deficiency identified in the field audit shall be prioritized in the following manner:

Priority 1 - Currently Critical: Conditions in this category require immediate action to:

- Correct a cited safety hazard
- Return a facility to operation
- Stop accelerated deterioration

Priority 2 - Potentially Critical: Conditions in this category, if not corrected expeditiously, will become critical within 1-3 years. Situations within this category include:

- Intermittent operations
- Potential life safety hazards
- Rapid deterioration

Priority 3 - Necessary but not yet critical: Conditions in this category require attention in 3-5 years to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.

Priority 4 - Recommended: Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the facility; however, Priority 4 projects will improve overall usability and/or reduce long-term maintenance costs and should be addressed within 5-10 years.

Priority 5 - Does Not Meet Current Codes/Standards, plant adaptation – “Exempted”: Conditions in this category include items that do not conform to existing codes but are “exempted” in their current condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction.

Applicable Energy Conservation: To all level deficiencies that, if corrected, would result in significant energy savings or operational cost savings should be identified. Recommended corrective actions

should also consider energy and operational cost savings in all priority categories.

### Deficiency Categories

Each correction project shall be assigned one of the following categories:

- a. Life-Safety Code Compliance
- b. Building Code Compliance
- c. Accessibility Code Compliance (ADA & Local Standards)
- d. Building Integrity
- e. Functionality
- f. Educational Adequacy
- g. Appearance
- h. Energy
- i. Environmental:
- j. ACBM (asbestos containing building materials)
- k. PCBs (Polychlorinated Biphenyls)
- l. Lead-based paints
- m. CFCs (Chlorofluorocarbons) and HCFCs  
(hydrochlorofluorocarbons)
- n. IAQ (indoor air quality)
- o. Water Quality

The above categories represent sample definitions and may be revised to meet requirements of ECPPS through the initial stages of the assessment process.

Each deficiency shall be classified by the major property components identified for survey in the field. For example, Site, Exterior Systems, Interior Systems, Interior Finishes, Fire/Life/Health Systems, Accessibility, Heating, Ventilation and Air Conditioning, Plumbing, Special Electrical Systems, Electrical and Service Distribution, Fire Suppression, Special Construction, or Vertical Transportation.

The consultant shall provide targeting and benchmarking of facilities and building condition and performance. Benchmarking of the facilities condition index should follow standard industry practices.

Identifying the rate of reinvestment required to maintain components of facilities as they degrade and become unusable is critical to long-range planning and funding. The consultant shall analyze and model the rates of degradation of each facility, and report on the required reinvestment rate on an annual basis to replace components as such components become dysfunctional. Elements of the analysis will include:

- a. Identification of the approximate replacement cost of each building and building component.
- b. Rates of standard degradation of each component and the cost to replace/ refurbish that component.
- c. Current condition of each building component.
- d. The ability to analyze multi-year outlooks and various combinations of building type reinvestment rates.

The consultant shall generate a 10-year capital investment plan based on the deferred maintenance backlog, capital replacement and plant adaptation. The consultant shall provide analyses and project estimates.

The consultant shall provide the following deliverables:

- Copies of Draft Report (for review/comment by ECPPS) to include:
  - Executive Summary mail
  - Methodology description
  - Summary Reports, with different sorts and queries on data
  - Detailed Building and Deficiency Data
  - Appendices of ECPPS data used
- Copies of Final Report (contents similar to Draft Report)
- Database of deficiencies. Deficiencies should be able to be sorted by building or asset category (HVAC, Plumbing, Electrical, etc.)
- Software Media with installation/setup instructions as needed by staff.
- User Manuals or Help Documentation
- Proposed project Schedule
- Schedule of Values for Partial Progress Payments

Firm and ECPPS shall agree before reporting on organization and categorization of deficiencies.

### **SECTION 5: Firm Qualifications**

The Firm is required to be qualified to provide architectural and/or engineering services in North Carolina consistent with the scope of the project outlined above.

The Firm is required to submit a list of Facility Condition Assessment and Deferred Maintenance Planning projects of similar scope and complexity completed within the past three years. The Firm must submit the name, telephone number, and email of at least three (3) qualified contacts to comment on the performance of the Firm.

The Firm shall provide (1) sample of prior deliverables completed for a project of similar scope and complexity completed within the past five years.

### **SECTION 6: Instructions for Submission**

Elizabeth City-Pasquotank Public Schools (ECPPS) asks that the Firm include the following in its response to this request for qualifications:

- The Firm shall detail its approach to the project according to the Scope of Services outlined in this RFQ.
- The Firm shall detail its approach to completing deliverables and if they are able to provide all of the deliverables requested.
- The Firm is required to submit a list of Facility Condition Assessment and Deferred Maintenance Planning projects of similar scope and complexity completed within the past three years. The Firm must submit the name, telephone number, and email of at least three (3) qualified contacts to comment on the performance of the Firm.

- The Firm shall provide (1) sample of prior deliverables completed for a project of similar scope and complexity completed within the past five years.
- The Firm shall respond to every requirement contained within this RFQ.
- The Firm shall finish this request for qualifications completely without reference to other documents.
- The Firm shall have the proposal signed by an authorized corporate officer.
- The Firm shall provide a list of applicable hourly rates. No comprehensive price for these services should be provided. The estimated budget for this project is \$250,000.
- The proposal shall be submitted electronically via email to Wilma Jordan, [wjordan@ecpps.k12.nc.us](mailto:wjordan@ecpps.k12.nc.us) subject line must reference RFQ No. 2026-001.
- The proposal shall be submitted by 2:00 PM on November 21, 2025.

The Firm is responsible for all costs associated with developing the proposal, including costs associated with arranging a tour of the facilities.

The Firm shall detail in its response its proposed billing schedule.

The Firm shall include a positive statement affirming that the terms of the agreement detailed in the RFQ are understood and that any subsequent agreement will incorporate the RFQ by reference.

Firms may request clarifications of the RFQ from Wilma Jordan. For clarification purposes, the Firm shall specify the exact paragraph numbers and sections in their inquiry. From the issue date of this RFQ until a Firm is selected and a contract awarded, Firms are not allowed to communicate about the subject matter of this RFQ with any ECPPS staff, faculty or members of the Board of Education other than the individual indicated herein.

## **SECTION 7: Conditions of the Request for Qualifications**

All and any maps and plans provided are the best available, but may not necessarily reflect current conditions in the designated spaces, and are subject to change. Collection calculations provided are ECPPS best estimates. The Firm has full responsibility for properly estimating the difficulties and the cost of performing services required by the RFQ and will not be excused from that responsibility, nor will ECPPS pay any extra charges associated with the Firm's failure to become acquainted with all information concerning the services to be performed.

By submitting a request for qualifications, the Firm acknowledges complete understanding of and willingness to comply with all of the specifications and conditions contained within the RFQ and its attachments.

ECPPS reserves the right to reject any or all proposals. ECPPS reserves the right to check references provided and make other investigations into the qualifications of Firms. ECPPS reserves the right to accept the entire proposal, the proposal for the main body of the work, or the proposal(s) for any additional or optional services, and to waive any formalities.

## **SECTION 8: Conditions of Agreement**

The conditions set forth in this section along with the proposal shall be the basis for a subsequent agreement between the parties.

The Firm shall be responsible for maintaining a reasonable level of care and protection to ensure that ECPPS premises and property shall be protected from theft, vandalism, accident, damage, or otherwise, while the Firm is using such property or on such premises.

- The Firm shall make every effort to protect carpets, floors, walls, and elevator doors.
- The Firm shall not permanently disengage or dismantle anything permanently attached to ECPPS property without prior written permission.

- The Firm shall not disconnect any utilities without prior written permission.
- Firm shall maintain, at a minimum, insurance in the amounts and coverage described below and shall otherwise comply with the requirements described below. Firm shall provide evidence of such insurance prior to the delivery of any goods or services to ECPPS.
- The Firm will have on file in the Purchasing Department current certificates of insurance (COI) issued by companies authorized to do business in North Carolina and acceptable to ECPPS before performing any work at ECPPS. Certificates must identify ECPPS as additional insured under all liability coverages.

COMMERCIAL GENERAL LIABILITY – Standard 1986 ISO  
(Insurance Services Office) Occurrence Form

- Bodily Injury/Property Damage:
  - \$1,000,000 Each Occurrence/\$2,000,000 Aggregate
  - \$1,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Sexual Molestation Each Occurrence
- Personal and Advertising Injury:
  - \$1,000,000 Each Occurrence
- To the extent permitted by law, all policies will include provisions or endorsements waiving subrogation in favor of ECPPS.
- The policies will have neither a sublimit nor an exclusion for sexual abuse and molestation.

COMPREHENSIVE AUTOMOBILE LIABILITY – Including Owned, Non-Owned and Hired Vehicles

- BODILY INJURY/PROPERTY DAMAGE:
  - \$1,000,000 CSL (Combined Single Limit) per Accident

WORKER'S COMPENSATION:

- North Carolina Statutory Coverage

o Employer's Liability:

- \$500,000 Each Accident
  - \$500,000 Disease Policy Limit
  - \$500,000 Disease Each Employee
- UMBRELLA/EXCESS – (if appropriate) - \$3,000,000 limit of liability each occurrence and aggregate
- PROFESSIONAL LIABILITY ((if appropriate) - \$1,000,000 per person
- ECPPS must be shown as Additional Insured as respects liability.
- All insurance carriers must be rated A-, VII or better in the Best Guide.
- Thirty (30) days' Notice of Cancellation on all policies is required.
- Please provide a brief description of the service you provide and anticipated dates on campus.
- Exclusions other than those found on the ISO Policy Form must be indicated.
- Certificate must be signed by Agent/Broker.

If the Firm does not perform the work contractually agreed to, the Firm will be in breach of contract. As a result, monies will be withheld and/or the contract with the Firm may be canceled by ECPPS.

Each Party may be excused for failure to perform obligations if such failure is caused by any reason beyond that Party's reasonable control, or by reason of any of the following circumstances: acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), epidemics, pandemics, governmental order, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Firm shall take reasonable steps to minimize delay or damages caused by

foreseeable events and will notify ECPPS of the likelihood or actual occurrence of such an event.

Damage may occur to ECPPS property because the Firm or its employees acted with neglect. Without limiting ECPPS rights and remedies at law or in equity, ECPPS reserves the right to charge Firm for any loss, expense (including reasonable attorneys' fees) or damage sustained as a result of Firm's failure to deliver conforming goods or services or other breach of contract, including without limitation expenses incurred in connection with ECPPS' purchase of substitute goods or services, incidental damages and consequential damages resulting from Firm's failure or breach.

Firm (an "Indemnitor") shall, to the extent permitted by law, indemnify, defend and save harmless ECPPS staff and its officers, agents and employees ("Indemnitees") from any and all losses, damages, claims, actions and suits that arise out of Firm's negligence or intentional acts or omissions in any way connected with activities under this Agreement, including all costs, expenses, and attorney's fees incurred by an Indemnitee.

Firm will provide copies of any accident reports related to the performance of the project to the ECPPS Director of Facilities.

Independent Firm: Each party shall be considered an independent Firm in relation to the other and shall not be construed to be an agent or representative of the other party; therefore, neither party shall have any liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or Firms, shall be deemed to be employees or agents of the other party. Neither party, nor any of each party's employees, agents or Firms, shall be entitled to compensation for services, workers compensation, or employee benefits from the other party by virtue of this Agreement.

Compliance with Laws: Firm represents and warrants that, in the services to be delivered pursuant hereto, Firm has complied and will comply with all applicable federal, state, and municipal laws and regulations, including, without limitation, (a) all such laws and regulations pertaining to health, safety and environmental standards,

(b) all such laws and regulations pertaining to design, manufacture, testing, labeling, and transportation of goods, and (c) all such laws and regulations pertaining to labor, affirmative action, nondiscrimination, and equal opportunity, including without limitation the requirements of the Fair Labor Standards Act of 1938, and the rules and regulations of the Secretary of Labor issued pursuant to Executive Order Number 11246 of September 24, 1965, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, all as amended.

The Firm is responsible for negotiating all labor agreements relating to the project. No strike or other labor dispute or shortage shall mitigate Firm's obligations hereunder.

The Firm should keep itself informed of, comply with, and be familiar with all relevant laws and ordinances, and be responsible for any damages arising from failure to comply with the same.

This Agreement may not be assigned in whole or in part by the Firm without prior written consent of ECPPS. The Firm may only enter into subcontracts with ECPPS's prior written permission, and the existence of any subcontracts shall not release or reduce the Firm's liability for any breach of contract.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

No waiver by ECPPS of any provision of the contract or any breach hereunder shall be deemed a waiver of any other provision or subsequent breach, nor shall any such waiver constitute a continuing waiver. Delay or failure of ECPPS to insist on strict performance of any provision of the contract or to exercise any rights or remedies hereunder shall not be deemed a waiver.

The Firm is responsible for acquiring any permits or licenses, as

necessary.

All matters arising under or related to the contract shall be construed and enforced in accordance with the laws of the State of North Carolina, without regard to conflicts of law rules. Any claim or cause of action based on this Agreement or a breach thereof shall be brought and maintained in a state court in Pasquotank County, North Carolina or a federal court in North Carolina, which shall have exclusive jurisdiction thereof. Firm consents to the exclusive personal jurisdiction and venue of the courts described above.

The agreement and incorporated documents comprise the entire understanding between ECPPS and the Firm, and that this understanding can only be changed in a document signed by both parties.

Each provision of this Agreement which, by its terms or nature can be fully performed only after expiration or termination of this Agreement will survive such expiration or termination.

Firm shall maintain accounts, records, documents, and other evidence relating to the incurrence of costs associated with this Agreement. The system of accounts employed by Firm shall be kept in accordance with generally accepted accounting principles. All supporting documentation shall be preserved for a period of four years following the termination or expiration of this Agreement.

ECPPS may monitor operations under this Agreement, including conducting site visits to observe program operations and review program finances. Firm shall permit ECPPS's auditors and independent auditors' access to its records and financial statements as necessary to conduct audits, including on-site audits, at any time during the term of this Agreement, and within four years after termination or expiration.

Any tangible work product and tangible expression ("Work") created by Firm pursuant to this Agreement, at whatever state of completion, shall be a "work for hire" as defined in 17 USC 101, and owned by ECPPS. By execution of this Agreement, Firm assigns all of Firm's right, title and interest [including copyright(s)] in and to the Work to

ECPPS. Firm agrees to execute any other documents deemed necessary by ECPPS to evidence its ownership of the copyright(s) and all other proprietary rights in and to the Work, including, but not limited to, a specific assignment of all of Firm's interests in the Work. The physical Work is and shall be owned by ECPPS, and it may use the Work in any manner. Firm waives all future rights in and to the Work, including the rights of attribution and integrity. Notwithstanding the foregoing, ECPPS hereby grants to Firm a non-exclusive, non-royalty bearing license to use the Work in its business; provided, however, Firm may neither sublicense nor assign any of its rights hereunder.

If ECPPS provides the Firm with "personal information" as that term is defined in N.C.G.S. 75-61 and N.C.G.S. 14-113.20(b) or any other confidential or sensitive information, including, but not limited to, "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and applicable regulations (34 CFR 99.3), Firm hereby certifies that collection of this information from Elizabeth City-Pasquotank Public Schools is necessary for the performance of Firm's duties and responsibilities on behalf of ECPPS under this Agreement. Firm further certifies that it shall maintain the confidential status of any social security number information, and that it shall not re-disclose personally identifiable information as directed by FERPA or by other State and Federal laws. Failure to abide by commercially reasonable security measures and legal disclosure restrictions may result in the interruption, suspension and/or immediate termination (all at ECPPS's sole discretion) of this Agreement and any contractual relationship with Firm for a period of at least five (5) years from date of violation. If Firm experiences a security breach, as defined in N.C.G.S. 75-61(14), relating to this information, in addition to the Firm's responsibilities under the NC Identity Theft Protection Act, Firm shall immediately notify ECPPS with the information listed in N.C.G.S. 75-65(d)(1-4) and shall fully cooperate with Elizabeth City-Pasquotank Public Schools. Firm shall indemnify ECPPS for any costs or expenses related to Firm's breach of confidentiality or other failure of its responsibilities to protect confidential information, including, but not limited to, the cost of notification of affected persons as required by law. To the extent that performance of this Agreement requires or allows Firm to obtain, store, utilize, process and transmit certain personal information about ECPPS's students, guests, faculty and/or staff or other information about ECPPS's operations within and beyond ECPPS's firewall, if at all, Firm shall do so in accordance with (i) all applicable

laws, (ii) the current Payment Card Industry Data Security Standards ("PCI Standards"), and ECPPS's policies, including, but not limited to, ECPPS's policy on information classification and handling.

Each of the parties hereto shall treat and keep any and all of the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, agents or its legal or other advisors, provided that they have: (A) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement and (B) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this Agreement and all information provided pursuant to this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree, regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy any and all of the Confidential Information except for (a) copies retained in work paper

files retained to comply with a party's professional or legal obligations and (b) such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

In this RFQ and the resulting Agreement, unless otherwise specified, (a) singular words include the plural and plural words include the singular; (b) words which import a number of constituent parts, things or elements, shall be construed as referring separately to each constituent part, thing or element thereof, as well as to all of such constituent parts, things or elements as a whole; (c) words importing any gender include the other genders; (d) references to any person or entity include such person's or entity's successors and assigns to the extent permitted herein; (e) the word "successors," when it refers to an individual, includes the heirs, devisees, legatees, executors, administrators and personal representatives of such individual; (f) references to any statute or other law include all rules, regulations and orders adopted or made thereunder and all statutes or other laws amending, consolidating or replacing the statute or law to which reference is made; (g) references to any agreement or other document include all subsequent amendments or other modifications thereof entered into in accordance with the provisions thereof; (h) the words "approve," "consent," or "agree," and any derivations thereof or words of similar import, mean the prior written approval, consent or agreement of the Party holding the right to approve, consent or agree in such Party's sole discretion; (i) the words "include" and "including," and words of similar import, shall be deemed to be followed by the words "without limitation;" (j) the words "hereto," "herein" and "hereunder," and words of similar import, refer to this Agreement in its entirety; (k) the Attachments, Addenda, Schedules and Exhibits hereto, if any, are part of this Agreement and are incorporated herein by reference; (l) the words "article," "paragraph," "section," "attachment," "addendum," "schedule" or "exhibit" refer to the indicated articles, paragraphs, sections, attachments, addenda, schedules and exhibits of and to this RFQ and any resulting Agreement; (m) headings of articles, paragraphs, sections, attachments, addenda, schedules, and exhibits are inserted as a matter of convenience and shall not affect the construction of this RFQ or the resulting Agreement; (n) references to sections or paragraphs shall, as applicable, include all subsections

and subparagraphs thereof; (o) no inference in favor of or against any Party shall be drawn from the fact that such Party or its attorneys drafted any portion hereof; and (p) in the event of any conflict between the provisions of this RFQ, the resulting Agreement and any Attachments, Addenda, Schedules or Exhibits to either of them, the provisions of the resulting Agreement shall govern over this RFQ, and both the resulting Agreement and this RFQ shall govern over any Attachments, Addenda, Schedules or Exhibits to either of them.

## **EXHIBIT A**

<b>Site</b>	<b>Year Constructed</b>	<b>Est. Square Feet</b>
Central Elementary	1926/1953/1958	54,595
Elizabeth City Middle	2004	111,664
HL Trigg Alternative	1928/1957	19,719
JC Sawyer Elementary	1956	69,060
Northeastern High	1967	177,602
Northside Elementary	1990/1997	77,400
Pasquotank Co. High	2000	155,499
Pasquotank Early Learning Center	1950	55,463
PW Moore Elementary	1924/1949/1989	64,679
River Road Middle	1996	102,683
Sheep-Harney Elementary	1931/1941/1988	85,729
Weeksville Elementary	1923/1989	47,202
Central Office		7,888
Maintenance		4,093
Transportation		9,000
Warehouse		3,336

