



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

**Routing, Payroll & GPS
Operating System for State Fleet
For a 5-Year Term**

**Request for Proposal
RFP No. 200-JCPSBG-09172025-CR**

(8-28-25)

Important Dates and Information

- **Request for Proposals Published:** August 28, 2025
- **Questions Due:** by 5:00 pm on September 5, 2025 to purchasing@johnston.k12.nc.us
- **Questions Answered by 5:00pm** on September 8, 2025 can be found at this [Link](#)
- **Proposals Due:** by 12:00 pm on September 17, 2025
- **Public Bid Opening:** All Sealed bids will be publicly opened on September 17, 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 Proposal / Bid Instructions

Routing, Payroll & GPS for State Fleet 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). Qualified proposals will be evaluated according to RFP pricing (25%), experience and professional reputation (10%), customer support and responsiveness (20%), functional and technical requirements (25%), system integration/customization capabilities (10%) and system reliability and effectiveness (10%).

Submittal Requirements

If a vendor would like to be considered for providing Routing, Payroll & GPS for State Fleet Operating Systems for JCPS, 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-JCPSBG-09172025-CR
Simpson's Building
2320 US HWY 70 Business East
Smithfield, NC 27577

Each vendor is solely responsible for the timely delivery of their Bid Package. All Bid Packages must be **SEALED** and received by **12:00 PM on September 17, 2025 at the JCPS Simpson's Building located at 2320 US HWY 70 Business East Smithfield, NC 27577, RFP No. 200-JCPSBG-09172025-CR** Vendors accept all risks of late delivery of bid packages regardless of fault.

NOTE: RFP No. 200-JCPSBG-09172025-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 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. PURPOSE

Johnston County Public Schools (JCPS) is seeking bids from vendors who can deliver a comprehensive technology solution for a term of five years. The vendor must provide or arrange to provide all materials, equipment including servers, software, licenses, warranties, installation, technical support and training necessary.

Improve communications and information. – Technology and services that meet all of the following requirements:

1. Improve overall communications and reporting on school buses.
2. Enable employee time tracking.
3. Enable student ridership tracking.
4. Enable global positioning system (GPS) tracking of school buses.
5. Enable turn-by-turn navigation along bus routes.
6. Optimize time, expenditure, and safety of bus routes.
7. Provide pre- and post-trip vehicle inspections that may be transmitted to the Department of Public Instruction on a regular basis.
8. Communicate ridership information to the student information management system.
9. Permit parents or legal guardians to access applicable information.

II. 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 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, software, delivery, installation, setup, implementation, training, licenses, annual maintenance agreements and taxes.

III. LETTER OF INTENT

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.

IV. SCOPE OF WORK

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.

V. ROUTING REQUIREMENTS

1. System must be able to integrate with Infinite Campus or the current student information system.
2. All student data will be retrieved from the district's student information system. Riders received from some program offices may not be received in an electronic format; therefore, the system must accept both electronic and manual updates of student information.
3. The vendor must provide documentation describing the software procedures for loading student updates in the program from an electronic file.
4. Ability to import student data for all student enrollment as a schedulable, automated process.
5. Ability to upload transportation data back to the student information system instantly. API (Application Programming Interface) needs to be approved by NCDPI for student information system integration.
6. Ability to develop custom reports that meet the criteria for NCDPI.
7. Batch address matching should provide the user with the ability to select an alternative when address matching or errors are encountered
8. The system should have the ability to identify or flag maintenance on system or routing service and provide a report based on the following:
 - a. Unmatched students addresses
 - b. Non-routed students
 - c. Students at stop no bus
 - d. Students with no stop and no bus
 - e. Students with special service requirements
 - f. Identify new students
 - g. Identify students address changes
 - h. Identify students who have been removed from buses
 - i. Identify students who have been deleted from the system
 - j. Non-routed students
 - k. Buses with routes over the rated capacity

- l. Routes over a specified length of time
9. The system should allow manual assignment of students that do not address match to the map (e.g., out of district or map error) to bus stops.
10. Ability to print route maps, boundaries, walking routes (point A to B) that can be used directly from the program.
11. Ability to print single or multi-page route maps to provide clarity for all sections of the run or route allow a seamless transfer of GIS Map Data.
12. The system should have the ability to archive data such as student, bus information and rider record information.
13. The system should allow the student and address points to be geo-coded based on x, y or specialized transportation such as McKinney Vento, Special Needs, after school, as well as address ranges on street segments.
14. Ability to attach an unlimited number of documents to student records within the database for special needs documentation (pictures or safety reports to a bus stop), etc.
15. The system should calculate the shortest and safest distance as well as cost based on actual student address to the school.
16. Ability to accept multiple unique addresses to be stored for a student and for transportation assignments to use any of these addresses on any day of the week, am or pm.
17. The system should allow the user to override route segments, stop times based on the following factors:
 - a. Driving conditions
 - b. Inclement weather
 - c. Hazardous streets
18. Ability for runs to automatically re-time after adding/removing bus stops or making other changes that may affect timing.
19. Ability to generate danger or unsafe zones, ex. sex offender locations.
20. Ability to store and manage generic zones to be used for segregation within the system.
 - a. Ability to use and update existing street maps. Maps will be provided by the district in GIS format.
 - b. Ability to view aerial/satellite imagery within the system
 - c. Ability to store and view additional spatial data such as water features, railways, municipal parcels, landmarks or district specific spatial data within the system.
21. Ability to provide shape files that can be imported and exported. Sample data layers include:
 - a. Street centerlines
 - b. Railroads and USDOT crossings
 - c. Waterways
 - d. Tax parcels
 - e. Address points
 - f. Street segments/ranges

22. Ability to store multiple transportation databases for multiple purposes (ex. Live, previous years, etc.)
23. Ability to calibrate driving speeds using GPS data including:
 - a. By street segment in both directions
 - b. Entire map or specific area
 - c. By day, week, time of day, and or specified range
24. Ability to temporarily restrict vehicle access to a street segment for a specified date range
25. System should provide automated notifications when routing changes occur
 - a. Notify parents or other stakeholder groups when transportation delays occur i.e. push notifications, email, text
 - b. Print bus passes with specific messaging and start dates
26. Allow access with limited privileges
27. The system should provide batch address matching capabilities.
28. The system should provide a graphic display of the number of students at each stop.
29. The system should be capable of automatically mass assigning students to bus stops based on the following:
 - a. The student's transportation address
 - b. Transportation eligibility
 - c. The student's school and the school serviced by route
 - d. Maximum district-defined walk to stop distances
 - e. Safe walk paths defined in the map database
 - f. Existing stops
30. The system should be able to identify students not automatically assigned in am and/or pm bus stops graphically and on a hard copy report.
31. The system should allow multiple trips on student records based on home school and alternative choice schools/programs.
32. The system should allow manual assignment of a group of students to a specific stop at user discretion.
33. The system should have functionality to compare import student addresses with the system addresses. The user shall have the ability to accept/not accept the new addresses for each student.
34. The system will provide validation checks of the data being imported for accuracy.
35. The system should be capable of dealing with adds, changes and deletes as a subset of the entire student import, rather than requiring the entire student database to be imported each time.

VI. REPORTING CAPABILITIES (ROUTING)

1. The system should provide the ability to report on basic student statistics, including total counts based on a set of parameters specified in field(s), including but not limited to:

- a. By school number(s)
 - b. By program code(s)
 - c. By grade Level(s)
 - d. By ethnicity
 - e. By disability/handicap
 - f. By defined boundary
2. The system should provide the ability to print student mailing labels from addresses stored in student records.
3. The system should provide a report of student bus riding time that exceeds the maximum ride time established by district policies.
4. The system should have the ability to track changes and provide a report that affects a student's transportation based on the following:
 - a. Route change that affect bus stops
 - b. Stop times
 - c. Student changes that require bus service to a stop
5. The system should have the ability to provide a report of students that have been deleted from the system and bus service stops are affected.
6. The system should have the ability to provide a report of students that have changed requests for bus service and bus service stops are affected and log all activity.
7. The system should have the ability to generate stop/time change notifications in their parent app.
8. The system should have the ability to generate reports based on schools serviced by bus routes.
9. The system should have the ability to provide a report that can be electronically exchanged on a variety of platforms.
10. The system should have the ability to provide a report that can be printed on a variety of paper sizes based on selected scale preference and include the appropriate level of annotation and street detail.
11. The system should have the ability to provide a report that allows the use of colors and symbols to be modified at user discretion.
12. The system should have the ability to generate route sheets that contain all segments within a driver's daily route assignment.
13. The system should provide the option of printing route reports with turn by turn directions.
14. The system should provide the option of printing reports based on a student's school of attendance and provide the option to select other field definitions from within the student record at user discretion.
15. The system should be capable of producing a report of available stop locations to provide to schools and other interested parties with stop and student assigned information.
16. The system should have the ability to determine and print total miles traveled by all buses on a given day, sorted by reimbursable and non-reimbursable miles according to codes. The report can then be provided to the state as required.

17. The system should have the ability to integrate district & state forms.
18. Once routing assignment is created all requesters/approvers are notified electronically and the routing system maintains records.
19. The system will provide a report of all imported changes that occur for each student.

VII. SPECIAL NEEDS (ROUTING)

1. It is preferred that one integrated module supports routing for all transported student populations.
2. The system should provide the ability to track special vehicle modifications and equipment such as wheelchair lifts, seat belts, etc., associated with a specific school bus. The system should also track the number of equipment items available for those items that can only accommodate a fixed number of students (ex. number of wheelchair stations).
3. The system should provide the ability to track a student's need for special equipment, such as wheelchair lifts, seat belts or oxygen. The system should also track a student's need for a bus aide and track the assignment of that aide.
4. When routing special education students, in addition to identifying a vehicle in the area servicing the correct school, the system must also be able to identify a vehicle equipped to meet a student's special needs and the availability of this equipment (ex. a bus may have the appropriate equipment, but it may already be used by other students on the route).
5. If a bus with the required equipment is not identified to service the student's assigned school within defined policy, the system should be able to identify:
 - a. The closest bus with the proper equipment regardless of policy.
 - b. Alternative routes servicing schools with similar programs.
6. The system should have the ability to maintain a text field with additional information related to special education students (ex. medical or behavioral information) and print this information on the route sheet for driver instructions, etc.
7. The system should be able to identify the addition of a special education student on a regular route by a note on the regular driver's route sheet and eligibility list.
8. The system should automatically add a standard loading and unloading time to the overall route's time for students with special needs. These special needs are identified by a series of codes related to equipment requirements in the student's record. The system should maintain a table of standard loading times by special need to determine the amount of time to be added to a route
9. The system should allow the user to manually input different loading and unloading times based on an individual student's needs at a specific stop.
10. The system should track special loading and unloading instructions for

students with special needs. The system should allow the information to be made available on a driver route sheet.

11. The system should provide the ability to define different bus loading zones for regular and special education routes servicing the same school.

VIII. REDISTRICTING (ROUTING)

1. Ability to find/sort students by grade, program, home school, attended school, distance and address including students that are not presently being transported by bus
2. Ability to analyze students who attend schools outside their “home” attendance boundary
3. Ability to generate school boundaries based on school capacity, student population or other criteria
4. Ability to analyze the effects of the closure of a school and suggest relocation of the current school population
5. Ability to create/maintain temporary attendance boundaries for “what if” scenario planning
6. Ability to create, display and print boundary coverage

IX. OPTIMIZATION CAPABILITIES (ROUTING)

1. The system should have a fleet scheduler to optimize bus runs and assess bus availability based on:
 - a. Vehicle availability and utilization
 - b. Passenger capacity
 - c. Ability to analyze the effectiveness of existing run/route structures based on bell times
2. Ability to review current bell structure at schools and provide analysis for multiple scenarios including:
 - a. School(s) affected by bell change
 - b. Time for each change
 - c. Current and projected bus runs by school
 - d. Graphical chart
3. The system should have the ability to carry forward bus runs each year.
4. Customizable Interactive dashboard for operational statistics, (ex. Key Performance Indicators)
5. Ability to analyze and view the effect on transportation bus runs based on changes, what if scenarios to:
 - a. Walk Distance
 - b. User configurable
6. Provide route statistical information in both data grid and graphical to include:
 - a. Count of route (total fleet, regular buses, special needs, transportation

- zone, school, etc.)
- b. Route with single and multiple runs for both morning and afternoon
- c. Total route mileage and cost
- d. Route mileage with students on board and when buses are empty
- e. Total route time
- f. Route time with students on board and when buses are empty
- g. Total route cost
- h. Route costs with students on board and when buses are empty
- 7. Total students enrolled as compared to transported students
 - a. By school type
 - b. By regular
 - c. By special needs
 - d. All schools

X. FINANCIAL ANALYSIS (ROUTING)

1. The system should have the ability to provide reporting statistics based on routes scheduled within the system, including but not limited to the following:
 - a. Cost per student
 - b. Cost per student by program
 - c. Cost per bus
 - d. Cost per run
 - e. Estimated cost for a specific route
 - f. Cost for a specific school
 - g. Cost for a specific program
 - h. Planned quarterly and annual costs
 - i. Average student ride time overall
 - j. Average student ride time by program
 - k. Estimated ride time for a specific student
 - l. Average daily number of students transported overall
 - m. Average daily number of students transported by program
 - n. Average ridership by grade level
 - o. Percent of eligible students not assigned to a route
2. Ability to produce reports that provide Key Performance Indicators to measure the efficiency of the routing solution.
 - a. Ability to incorporate operational rates into the system
 - b. Ability to determine accurate cost by route based on vehicle usage and time
 - c. Ability to generate summaries of cost by geographic area
 - d. Ability to generate cost per vehicle broken down by overall aggregates, school, or geographic area.
 - e. Cost per student on individual runs to and from school - daily basis.

XI. GPS & TABLET HARDWARE

Johnston County Public Schools is currently utilizing vehicle gateway model # VG54-NA(H) and an Android based tablet model Samsung Tab A7 Lite.

1. FLEET DESCRIPTION ***SUBJECT TO CHANGE***:
 - a. State Fleet
 - i. 287 Yellow School Buses (GPS + Tablet)
 - ii. 7 School Transit Vans (GPS + Tablet)
 - iii. 19 Service Vehicles (GPS)
2. Routing software must be fully operational (have two-way communication) with GPS Solution.
3. Ability to automatically provide transportation data seamlessly with GPS Solution.
4. Real time route progress utilizing GPS technology.
5. Ability to use existing GPS data to improve the quality of the planning base map.
6. Accept student ridership data in routing software by student including:
 - a. Date and time stamp
 - b. Latitude/Longitude coordinates for each scan
 - c. Apply student scans to make sound routing assignments
 - d. Boarding and exiting bus
7. Analysis of planned vs. actual displayed in core routing solution by date and time including:
 - a. Statistical analysis of planned vs. actual bus run to show differences in:
 - i. Mileage
 - ii. Time
 - iii. Student ridership
8. Ability to edit planned bus run to match actual GPS path
9. Compare planned vs. actual bus stop times on a bus run
10. Devices shall utilize live web based tracking capable of being monitored by any PC connected to the internet.
11. Devices shall also be capable of being monitored via a smartphone and tablet application.
12. Devices shall report their location and update their location at a minimum of 10 seconds intervals. Live updating is preferred.
13. Devices shall allow users to send and receive 2 way messages.
14. Devices shall capture and report safety features such as, but not limited to, vehicle speed, harsh braking, warning lights activation, idling time, door open/close, and vehicle location accurate within 20 feet.
15. Monitoring software shall utilize GIS maps with street view function and satellite view option to display both current vehicle locations and historic vehicle locations. Integration with routing software is required.
16. Monitoring software shall be customizable to allow for multiple password

protected users, configurable permissions by user, and allow for vehicle grouping by individual department or vehicle class.

17. Monitoring software shall allow user(s) to create customizable landmark locations that will create alerts when a vehicle enters or exits said landmark area. Landmark names, sizes, and geographic footprint must be customizable by individual users or groups.
18. Monitoring software shall be capable of sending email alerts to supervisors for offline equipment, excessive idling time, excessive vehicle speed, landmark alerts, first vehicle movement, and vehicle movement outside of established duty hours.
19. Monitoring software shall be capable of generating manual and automated reports for vehicle location and status, vehicle trips point to point, vehicle stops, speeding, excessive idling, landmarks visited, and vehicle movement.
20. Monitoring software must allow for vehicle dispatching by identifying the closest response vehicle to provided address, establish quickest response route, and have a provision to text or email directions to vehicle operators without leaving the web based application. (Assuming the operator has a cell phone or tablet).
21. Monitoring software must be able to replay a vehicle's route or trip and show a historic bread crumb type trail of vehicle movement on a map. This data must be retainable or available for a minimum of 18 months at no additional cost.
22. Management reports and historic data must be printable and exportable to Microsoft Excel or CSV.
23. Reports must be customizable by date and time as well as vehicle groups or vehicle classes.
24. Vendor to supply telephone, email, and web based support as long as GPS units are monitored and provide a response time of no greater than 24 hours from initial contact. This cost should be included in the monthly monitoring cost.
25. Warranty: If vendor proposes alternate hardware, new devices shall be warranted by the supplying vendor/bidder for the length of the contract providing they remain monitored. Items shall be repaired or replaced if found to be defective, at no cost to the Authority, during this period. All installation labor will be provided by and remain the responsibility of the Authority if the device is OBD2. If the device is hardwired, the installation labor will be the responsibility of the vendor. Replacement units shall be made available/replaced within ten (10) calendar days from notification of failed unit.
26. If during the length of the contract replacement devices are needed that are not covered under warranty, vendor will supply the replacement device at current market value. The new device should also be under warranty for the remainder of the contract.
27. Software would allow for geo-fences to be established and send alerts to management should a vehicle leave an approved area of proper vehicle use and be customizable by individual vehicle. System should be able to identify any GPS

equipped vehicle which would leave the confines of the Authority service area, allow for some vehicles to be exempted, and send alerts to management.

28. Installation will be required for all GPS and/or tablet units if an alternate hardware solution is presented.

XII. PAYROLL

1. Payroll must be able to integrate with LINQ.
2. Payroll must be able to export multiple payroll periods per month.
3. Payroll must accept both electronic and manual updates of employee information.
4. Payroll must allow drivers and safety assistants to clock in and out on the installed bus tablets for the purpose of time and attendance.
5. Payroll should allow drivers and safety assistants to monitor timesheets via smartphone, tablet application, or PC. (Available on/off network)
6. Management reports and historic data must be printable and exportable to Microsoft Excel or CSV.
7. Payroll software shall be customizable to allow for multiple password protected users and configurable permissions by user.
8. Payroll software must be fully operational (have two-way communication) with GPS Solution.
9. Ability to create or delete job/leave codes and other system configurations.
10. Payroll should allow users the ability to customize reports in time and attendance.

XIII. SERVERS

1. Vendor should provide a company hosted solution for data storage and management.

XIV. INTERNAL PORTAL

1. Software must include a web-based product for the public to access transportation eligibility, route and school attendance information based on district's transportation policies. (Available on/off network)
2. Software must include a secure portal for school staff to access transportation information specific to their school only. (Available on/off network)
3. Software must include a secure portal for parents to determine transportation information for their student(s). (Available on/off network)
4. Ability for transportation administrators to post notifications and alert constituents of service disruptions. (Available on/off network)

XV. ON-SITE IMPLEMENTATION AND TRAINING

The vendor shall provide a high level comprehensive on-site project timeline 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 software by the specified time outlined.

The training plan should be sufficiently detailed and provide the following:

1. Include timelines and training schedules
2. Outline objective and outcomes
 - a. Include a summary of professional development training points
 - b. Give expectations of user competency upon completion of training in phases
3. Provide unlimited refresher training and new employee/user orientation
4. Provide ongoing support for the services provided
5. Provide a dedicated team/development services for initial setup and configuration while staff are being trained
6. Describe the type of resources that would be assigned to this project
7. Describe the type of JCPS resources required to be assigned to the implementation project
8. Provide a dedicated single point of contact (Project Manager) during Implementation. Any changes must be approved in advance with JCPS.
9. Describe how the integration to JCPS systems will work. How will the data be migrated?
10. Describe your largest implementation (ex.concurrent users, database size etc.,)
11. The system must support daily downloads from the current student management information system. The vendor is required to process and verify the conversion of the first download and to provide the district with the means to perform future imports without vendor intervention. The vendor must indicate any cost associated with the functionality. API needs to be approved by NCDPI for current student information system integration.
12. Provide guidance on how software will support file daily download automation, whereby a file is created out of the routing system which can then be automatically set up to upload each night into the student management system without user intervention. The file would consist of key data such as student name, stop description, stop time and bus number.
13. The system should securely and safely store and transmit data according to industry standards and best practices.

XVI. Period of Service

Vendor(s) will be expected to provide services for five years pursuant to these

specifications.

XVII. 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) 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.

XVIII. 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 subject line must reference **QUESTIONS RFP No. 200-JCPSBG-09172025-CR** by **5:00PM on September 5, 2025**.

Responses to these questions will be provided **no later than 5:00PM on September 8, 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.

XIX. Presentation/Demonstration

If in JCPS's opinion, presentations or demonstrations of a vendor's proposed systems features and capabilities are warranted, JCPS will notify the appropriate vendors. Such presentation or demonstration will be at a JCPS site at a date and time mutually agreed upon between JCPS and the vendor and will be at the vendor's expense.

XX. 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.

XXI. 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-JCPSBG-09172025-CR Attn: Purchasing Department, no later than **12:00P.M. on September 17, 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-JCPSBG-09172025-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
RFP No. 200-JCPSBG-09172025-CR
Attn: Purchasing Department
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
Routing, GPS for State Fleet & Payroll Operating Systems

Bids will be received until September 17, 2025 at 12:00 PM

Vendor name and address:

Complete bid for total scope of work (including labor, equipment, all necessary materials, tax, shipping, technical support, training and warranties). Johnston County Public Schools is NOT sales tax exempt. Taxes MUST be included in your bid.

Routing - Vendor must provide documentation for routing see routing details above for JCPS needs. JCPS will need sufficient information to verify vendor can provide Routing Services.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware- Include costs of hardware and hardware support					
Software- Include software support					
Labor- Include costs of hardware installation costs					
Miscellaneous					

GPS - State Fleet - Vendor must provide documentation for GPS see GPS & Tablet Hardware above for JCPS needs. JCPS will need sufficient information to verify vendor can provide GPS Services.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware- Include costs of hardware and hardware support					
Software- Include software support					
Labor- Include costs of hardware installation costs					
Miscellaneous					

Payroll - Vendor must provide documentation for payroll see payroll details above for JCPS needs. JCPS will need sufficient information to verify vendor can provide payroll Services.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware- Include costs of hardware and hardware support					
Software- Include software support					
Labor- Include costs of hardware					

installation costs					
Miscellaneous					

Alternative Equipment (as needed) & Warranty -

Detailed specification on equipment and warranty specifications required to be included with the bid package. See GPS and Tablet Hardware for more information as well as the other headings.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Hardware- Include costs of hardware and hardware support					
Software- Include software support					
Labor- Include costs of hardware installation costs					
Warranty					
Miscellaneous					

Total Bid Years 1 - 5 (Total for Routing, Payroll & GPS Combined): \$ _____

Bid is considered complete if sufficient documentation is provided to verify vendor services including total scope of work (including labor, equipment, all necessary materials, tax, shipping, technical support, training and warranties). Johnston County Public Schools is NOT sales tax exempt. Taxes MUST be included in your bid.

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 prior to submission shall render bid invalid. Late bids are not acceptable

Vendor's name: _____

Contact person: _____

Mailing address: _____

Email address: _____

Telephone number: _____

Has your company been debarred, suspended, excluded or ineligible from doing business with either the State or Federal Government? YES _____ NO _____ I certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quotation for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this quotation and certify that I am authorized to sign this quotation for the bidder.

Signature

Date

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.