



# Johnston County Public Schools Request for Proposals

**Fire Extinguisher Service and Inspections**

**RFP No. 200-EXTING-01072026-CR**

**ISSUED December 4, 2025 BY**  
Johnston County Public Schools

**DEADLINE FOR SUBMISSION OF PROPOSALS**  
By: 11:00am on Wednesday, January 7, 2027

**JCPS POINT OF CONTACT**

Duston Dunn

[dustondunn@johnston.k12.nc.us](mailto:dustondunn@johnston.k12.nc.us)

(919) 934-2021 x7027

## **NOTICE TO BIDDERS**

All bids are required to be **SEALED** and either hand delivered or mailed, and received by Johnston County Public Schools Facility Services 601-A West Market Street, Smithfield, NC 27577, **RFP No. 200-EXTING-01072026-CR**, Attn: Duston Dunn no later than **Wednesday, January 7, 2026 at 11:00AM EST.**

All replies must reference **RFP No. 200-EXTING-01072026-CR**

**NOTE: RFP No. 200-EXTING-01072026-CR and Vendor Name, must be present and visible and clearly labeled on the OUTER shipping package/container/envelope; otherwise, the bid may be rejected.**

Bids submitted via facsimile (FAX) machine, open, see through, or emailed in response to this request for proposal will not be accepted. Late Bids will not be accepted.

\*Historically Underutilized Businesses are encouraged to bid

**JOHNSTON COUNTY PUBLIC SCHOOLS**  
**REQUEST FOR PROPOSALS**  
**Fire Extinguisher Service and Inspections**

## **Request**

JCPS is seeking proposals for qualified companies to provide Fire Extinguisher Service and Inspection consistent and in compliance with all applicable National Fire Protection Association (NFPA) codes and standards. Our goal is to receive reliable service, attention to detail, excellent communication, code compliance, and a consistent service team familiar with our facilities and a competitive price for the following tasks:

1. Annual Service of ALL fire extinguishers
2. Annual Testing of ALL fire extinguishers
3. Service, repair, or replacement of fire extinguishers
4. Provide Hydro testing as needed per extinguisher and all non-annual testing to stay within code compliance

This will include recharging or discharging and repairs to any defection units. All replacement parts should be included in the price (tamper seals, annual inspection tags, tag ties, etc.).

## **Obtaining a Request for Proposal**

This RFP is available to all qualified companies. Copies of this RFP can be obtained from JCPS or by emailing Duston Dunn at [dustondunn@johnston.k12.nc.us](mailto:dustondunn@johnston.k12.nc.us)

## **Questions**

All questions regarding this RFP, the services identified herein, or any request for additional data or information must be submitted in writing by **5:00pm on December 16, 2025**. All questions must be sent to Duston Dunn via email to [dustondunn@johnston.k12.nc.us](mailto:dustondunn@johnston.k12.nc.us). The email subject line must reference **Questions RFP NO. 200-EXTING-01072026-CR**

Responses to these questions will be provided **no later than 12:00pm on Wednesday, December 17, 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.

## Submission of Proposal

To receive consideration, sealed bids shall be submitted, an original and three (3) copies of the proposal (4 copies total) please also submit one digital copy of your proposal on a USB Flash Drive, to Johnston County Public Schools Facility Services, 601-A West Market Street, Smithfield, NC 27577, **RFP No. 200-EXTING-01072026-CR**, Attn: Duston Dunn no later than **11:00am EST on Wednesday, January 7, 2026**, at which time they will be publicly opened. Bidders are welcome to attend the bid opening but bidder presence is not required and no weight or other consideration toward any award decision will be given to any bidder’s attendance or absence at the bid opening. The time/date recorder located at Johnston County Public Schools, Facility Services, 601-A West Market Street, Smithfield, NC 27577 will be used to record the official time of receipt. **RFP No. 200-EXTING-01072026-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.**

The vendor is responsible to deliver the sealed proposal in a sealed envelope to the correct location and on time. **Late submissions will not be considered.** They will be returned unopened to the vendor.

## Schedule of Events

What	When	Where
Advertise RFP	December 4, 2025	<a href="#">eVP website</a>
Optional PreBid Meeting	December 12, 2025 at <b>11:00am</b>	JCPS Facility Services - Conf. Rm. 601-A W. Market Street Smithfield, NC 27577
Questions Due	December 16, 2025 by <b>5:00pm</b>	Email to POC: <a href="mailto:dustondunn@Johnston.k12.nc.us">dustondunn@Johnston.k12.nc.us</a>

Questions Answered	December 17, 2025 by <b>12:00pm</b>	Use this <a href="#">LINK</a> to view Questions and Answers. (This Link will become accessible at 12:00pm December 17, 2025)
Proposals Due and All Sealed Bids will be Publicly Opened On	January 7, 2026 at <b>11:00am</b>	JCPS Facility Services - Conf. Rm. 601-A W. Market Street Smithfield, NC 27577
Contract Awarded	February 10, 2026	Contract Start Date - May 1, 2026
Planned Work Commences	May 28, 2026	Throughout
Planned Work Ends	August 14, 2026	Throughout

## 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 to [purchasing@johnston.k12.nc.us](mailto:purchasing@johnston.k12.nc.us).

## Summary

The intent of this RFP is to find a Fire Extinguisher Company to perform Annual Fire Extinguisher testing, repair, and replace (AS NEEDED). In addition to annual testing and repair, contractors must complete all applicable testing that exceeds annual testing (such as hydro). Contractor(s) shall assign qualified individuals to JCPS sites to perform planned work during the summer break and repairs during approved times. The contractor will be responsible for ladders, lifts, scaffolding, etc. to accomplish all work.

## Pre-Employment Requirements

1. JCPS-approved health form signed by a medical professional
2. Documentation of a negative TB test
3. Criminal background check. JCPS requires every worker to be continuously screened for criminal background, security and protection purposes including:

National Criminal and National Sex Offender Data Search, including a 24 hour  
Guardian Service of Criminal Records

Award, commencement, and continuation of any contract is contingent upon successful contractor(s) agreeing that its employees that are assigned to provide services hereunder shall be subject to Johnston County Public Schools current background check procedures that are applicable to Johnston County Public Schools employees.

Contractor will collect and provide to JCPS personal information on their employees necessary to complete background checks and monitoring, such as, but not limited to, social security numbers, driver's license numbers, birthdates, etc. as determined by JCPS. JCPS reserves the right to change background check providers at any time, and contractor(s) agree to comply with any new JCPS requirements; however, requirements will only parallel the exact information screened for, and/or collected on JCPS employees.

As required by state and federal requirements, the results of criminal background checks will be reported by the contractor(s) directly to JCPS prior to the contractor's prior employment in a school.

## **Procuring and Administrative Responsibilities:**

The RFP is issued by Johnston County Public Schools, Purchasing Department. The person responsible for managing the procurement process and contract administration is Cynthia Rivera, Director of Purchasing, 919-934-6032, ext. 8065, [cynthiarivera@johnston.k12.nc.us](mailto:cynthiarivera@johnston.k12.nc.us)

## **Background**

This RFP is issued with the intent of entering into a contract to provide fire extinguisher servicing of an annual inspection and any necessary maintenance of all fire extinguishers at all schools and administrative sites within Johnston County Public Schools from May 1, 2026 through April 30, 2031. Any amendment or modification of the agreement shall be null and void, unless it is contained in writing signed by both parties.

Johnston County Public Schools has the right to cancel the contract if the contractor fails to perform. The cancellation will provide 45 days notice during which time both parties will continue to uphold the terms and conditions of the contract.

Johnston County Public Schools has the right to cancel the contract without cause if deemed in the best interest of Johnston County Public Schools. The cancellation will provide 90 days notice during which time both parties will continue to uphold the terms and conditions of the contract.

**Vendor Responsibilities:**

1. The contractor(s) shall comply with all rules and regulations related to equal employment opportunities, Affirmative Action Programs, and the American Disabilities Act.
2. The contractor(s) must pay all federal, state, and FICA, as well as maintain all appropriate insurance coverage including Workman's Compensation.
3. The contractor's personnel are to check in at the main office during school hours. Contractors are to be properly uniformed so that the vendor's company name is identifiable and visible.
4. The contractor's personnel are to present a professional appearance at all times while on school property. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any of the School District sites.
5. The contractor's personnel are forbidden to consume alcohol, use tobacco, vape, or possess firearms on school property at any time.
6. The employment of unauthorized aliens by the Contractor is considered a violation of Section 247A(e) of the Immigration and Reform and Control Act of 1986. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause of cancellation of the Contract.

**Billing and Accounting:**

1. Invoices: The Vendor will bill JCPS on a monthly basis. JCPS shall make payment of the full amount due under the invoice within thirty (30) days of receipt of an invoice. JCPS and Vendor shall cooperate in providing the necessary information and billing on a timely basis so that payment may be made.
2. Resolution of Disputes: Any disputes that may arise will be governed by North Carolina law in the county of Johnston.

3. Invoices should be sent directly via email by the 5th of each month to:  
Attn: Kristine Solomon  
Accounts Payable  
919-934-2021 ext. 7010  
[kristinesolomon@johnston.k12.nc.us](mailto:kristinesolomon@johnston.k12.nc.us)

## Submission Guidelines & Requirements

The following submission guidelines & requirements apply to this RFP:

Only qualified bidders with prior experience on services such as this should submit proposals in response to this Request for Proposals.

Bidder is encouraged to attend a Pre-Bid Meeting (see timeline).

- Bidder's proposal must be received by date and time described. Submissions received after the deadline will not be considered.
- Bidders should provide three (3) examples of service agreements similar in size and scope to the tasks described herein. Please include references for each, which shall include the following: (1) identification of each reference, (2) a contact person at the reference, and (3) the reference's mailing address, telephone number, and email address. All references shall be from similar projects done by the personnel to be involved in providing service under this RFP. (3) references that are similar in size and complexity to Johnston County Public Schools.
- **Section I** - Bidders should provide an executive summary indicating:
  - a. Their understanding of the scope within this RFP
  - b. Bidder company history
  - c. Any litigation within the last five (5) years
  - d. Other information bidder deems informative
- **Section II** - Bidders should provide a technical proposal indicating:
  - a. Resumes of key team members who will be assigned to JCPS
  - b. Bidder's approach to completing tasks in a prompt and accurate manner
  - c. Any innovative solutions or recommendations JCPS may not be aware of
  - d. Examples of service reports and other documentation
  - e. Explain any exception(s) bidder takes with the scope of the RFP and provide a remedy or solution
  - f. Other information bidder deems informative

- **Section III** - Bidders should provide a price proposal that indicates a firm and fixed price for the services and includes the following amounts:
  - a. Lump sum total for annual inspection of all fire extinguishers currently in the School District. This amount shall be for inspection and tagging all portable extinguishers located on district property. Said amount does not include the cost to recharge or unit prices for the repair, etc. of a portable extinguisher. Extra charges shall apply per the approved unit prices.
  - b. Unit prices for recharging, replacement parts, etc.
  - c. Hourly rates and trip/travel rates that are outside of the agreement.
- Proposals must be signed by a representative authorized to legally bind the bidder's company.
- Bidder agrees to a fiduciary relationship with JCPS as its subject matter expert.
- Bidder must not communicate with JCPS during the decision process.

## **Term of Contract**

1. It is Johnston County Public Schools intent to award a single overall bidder or more than one selected Vendor to provide the services. JCPS will enter into an agreement with the vendor it determines to be in the best interests of Johnston County Public Schools.
2. The agreement shall commence upon the date of execution of the agreement by both parties for an initial period of five years. Any amendment or modification of the agreement shall be null and void, unless it is contained in writing signed by both parties.

## **Deliverables**

Selected firm shall provide the JCPS Point of Contact (POC) written documentation verifying service has been performed within thirty (30) days of completion. JCPS POC shall be notified via phone, in writing, or both of any non-urgent deficiencies within three (3) business days. Any deficiencies that are urgent in nature shall be communicated immediately via phone and in writing within twenty-four (24) hours.

Any deficiencies must be corrected in less than 30 days. If a deficiency cannot be corrected within 30 days, the selected firm must notify the JCPS POC with a timeline for correction.

All annual inspections and corrective actions for inspections must be documented.

Selected firm shall provide JCPS with an annual written report by January 31st of each year indicating the following: 1. Location of all fire extinguishers at each location, and 2. which facility fire extinguishers need testing beyond annual requirements (i.e. 5 year pressure test). This report will be used to establish budget needs for the following fiscal year.

Selected firm shall provide a comparable replacement device if service or maintenance requires the device to be removed from campus. This replacement device should stay in place until the service/maintenance is completed and returned.

Selected firm shall provide advice and counsel regarding extinguishers covered within this RFP. This could include new construction or renovation plan reviews. JCPS predicts the amount of time a firm spends on this service will be minimal but is important in making decisions about serviceability, best practices, etc.

## Noteables

1. Planned work (ex. Annual Testing and Inspections) shall be conducted during summer break (In 2026, the last day of school is May 27, 2026. The teacher workdays for the 2026-2027 school year will begin on approximately August 14, 2026. The remaining contract years will be similar time spans.
2. Wilson's Mills High will open in August 2026.
3. Clayton High School will begin a rebuild in December 2025. The new school building will be completed by December 2027, and the entire campus completed by Fall 2028. The second phase will include demolition of the existing building in January - August 2028.
4. The quantity given is an estimate and may be different at bid time; however, bid prices for annual service are fixed. A PO will be given to the successful bidder for

the annual inspection items following bid award. A purchase order will be given to the successful bidder for the annual inspection items following the bid award. Those extinguishers requiring maintenance or replacement parts shall be invoiced per school location, signed by the school representative. Any fire extinguishers removed for maintenance or servicing shall be replaced by a charged unit.

Bidders please include the Notables in your pricing for the school years mentioned. Pricing to add Notables can be added on a separate sheet by the vendor with the breakdown of pricing as needed.

## **Evaluation Factors**

JCPS will analyze the following criterion in selecting a Vendor:

1. Cost
2. Ability to meet service expectations
3. Experience with related programs
4. References and financial stability
5. Completeness of the proposal
6. Ability to provide and maintain extinguishers

JCPS reserves the right to award a service agreement to the bidder that presents the best value to JCPS as determined solely by the Facility Services, the Superintendent and the JCPS School Board.

JCPS 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 meets the needs of JCPS.

JCPS 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.

JCPS 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.

JCPS will make decisions regarding evaluation of the proposal. JCPS also reserves the right to judge and determine whether a request is compliant and has satisfactorily met the requirements of the RFP.

## Timeline

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# Pricing Matrix

Please indicate firm and fixed prices in the table below:

Service	Year 1	Year 2	Year 3	Year 4	Year 5	Total Term
Annual Inspection of Fire Extinguishers						

REPLACEMENT PARTS (FURNISH & INSTALL WHEN NEEDED) AND OTHER						
	Year 1	Year 2	Year 3	Year 4	Year 5	
Hydrostatic testing of cylinders						
Valve Body O Rings						
Valve Stem O Rings						
Gauge Body O Rings						
Kiddie Valve Stems						
Amerex Valve Stems						
Installation Charge for Fire Extinguishers						
Hose Straps with Clamps						
240 psi Pressure Gauge						
150 psi Pressure Gauge						
Safety Pull Pins						
Fire Extinguisher Discharge Hose (Kiddie)						
Fire Extinguisher Discharge Hose (Amerex)						
Fire Extinguisher Bracket						

Universal Hook Fire Extinguisher Bracket					
New fully charged 5 lb. ABC Fire Extinguishers					
New fully charged 10 lb. ABA Fire Extinguishers					
CO2 Cartridge - 12 gram					
CO2 Cartridge - 16 gram					
CT30R Cartridge					
Regular Time**					
Overtime**					
Fixed Trip Charge**					

\*\* For services outside the agreement

**NOTE: Pricing must include any and all additional fees or charges, including lifts and/or scaffolding. Pricing to add Notables can be added on a separate sheet by the vendor with the breakdown of pricing as needed. It is understood that the prices quoted herein is the bidders’ full and complete response to this request for proposal. Requests to make corrections, alterations or clarifications will not be accepted after the bid has been received unless as required by North Carolina Law.**

**BIDS CANNOT BE COMBINED, DO NOT COMBINED RFP’S AND SUBMIT IN A SINGLE PACKAGE. BIDS MUST BE SUBMITTED SEPERATELY AND LABELED BY RFP NUMBER.**

**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 will not be accepted.**

<p><b><u>Bidder Guarantee of Pricing, Terms and Conditions</u></b></p> <p>Bidder acknowledges that all pricing and information contained within are accurate and guaranteed by signing below:</p> <p style="text-align: center;"><b>(Must be signed by a representative having legal authority to submit bids on behalf of the company.)</b></p> <p>Vendor Name: _____</p> <p>Address: _____</p> <p>Phone No. _____</p> <p>Email Address: _____</p> <p>WEB Address: _____</p> <p>Has your company been debarred, suspended, or otherwise excluded or ineligible from doing business with either the State or Federal Government? Yes ____ No ____</p> <p>Vendor Authorized Signature: _____ Date: _____</p> <p>Please Print Name: _____</p>
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**It is desirable that all responses meet the following requirements:**

- 7. All copies are printed **double sided**.
- 8. All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- 9. Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- 10. Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials

**HAND DELIVERY:** An original and three (3) copies of the proposal (4 copies total) please also submit one digital copy of your proposal on a USB Flash Drive. Bids should be completely sealed, address envelope, and include bid number as shown below. Hand deliver to Johnston County Public Schools Facility Services, 601-A West Market Street, Smithfield, NC 27577 **RFP No. 200-EXTING-01072026-CR**, Attn: Duston Dunn, no later than **11:00am on Wednesday, January 7, 2026**. Bids must be delivered between Monday - Thursday from the hours of 8:00am - 4:30pm and Fridays 8:00am - 4:00pm. JCPS is closed on the weekends. JCPS Office Buildings are also closed on December 23, 2025 - January 1, 2026.

**MAILING INSTRUCTIONS:** Mail an original and three (3) copies of the proposal (4 copies total) please also submit one digital copy of your proposal on a USB Flash Drive. Bids should be completely sealed, address envelope, and include bid number as shown below. Mail to Johnston County Public Schools Facility Services, 601-A West Market Street, Smithfield, NC 27577 **RFP No. 200-EXTING-01072026-CR**, Attn: Duston Dunn, no later than **11:00am on Wednesday, January 7, 2026**. Bids must be delivered between Monday - Thursday from the hours of 8:00am - 4:30pm and Fridays 8:00am - 4:00pm. JCPS is closed on the weekends. JCPS Office Buildings are also closed on December 23, 2025 - January 1, 2026.

The time/date recorder located at JCPS Facility Services, 601-A West Market Street 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-EXTING-01072026-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.**

<p><b><u>DELIVER TO:</u></b></p> <p style="text-align: center;">Johnston County Public Schools Facility Services Bid No. 200-EXTING-01072026-CR Attn: Duston Dunn 601-A West Market Street Smithfield, NC 27577</p>
<p><b>VENDOR NAME AND BID NUMBER MUST BE INDICATED ON THE OUTER SHIPPING PACKAGE/CONTAINER/ENVELOPE</b></p>

# Appendix A

## Sexual Offender Registry Check Certification Form

**PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM'S REPRESENTATIVE**

Project Name: \_\_\_\_\_ Contract: \_\_\_\_\_

Check the appropriate box to indicate the type of check:

Initial  Supplemental  Annual

I, \_\_\_\_\_ (insert name), \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Contract for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Contract, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (**Note: 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/>**). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Contract if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Contract (initial check), any time additional contractual personnel may perform work under the Contract (supplemental check), and at each anniversary date of the Contract (annual check).

**Contractual Personnel Names**

**Job Title**

- |    |  |  |
|----|--|--|
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature / date)

***Bidders may request a link for the below appendix:***

Appendix B - Facility Information including physical address, square footage, and approximate extinguishers per school.

**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.

## 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.