



300 North Watts Street

Williamston, NC 27892

INVITATION FOR BIDS

Elementary School Playgrounds

Bid Opening: Thursday, March 13, 2024 3:00 PM

<p>Martin County Schools 300 North Watts Street Williamston, NC 27892 www.martin.k12.nc.us</p>	<p>Bid Number: Item: Playground Equipment Source of Funds: ESSER III</p>
<p>Refer <u>ALL</u> Inquiries regarding this IFB to:</p> <p>John Edwards Maintenance Director jedwards@martin.k12.nc.us 252-809-3506</p>	<p>Issue Date: February 22, 2024</p> <p>Offers Accepted Until: March 13, 2024 3:00 PM (bid opening)</p>

BID NOTICE

Sealed bids, subject to the conditions made a part hereof, will be received at the address listed in the bid until the day and time of opening and then publicly opened, for furnishing and delivering the commodity as described herein.

Bids submitted via telegraph, fax machine, telephone, and electronic means including but not limited to email, in response to this invitation for Bids will not be acceptable.

Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this invitation for bids and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

Failure to execute/sign an offer prior to submission shall render the offer invalid. Late offers are not acceptable.

BIDDER:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY, STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for thirty (30) days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF BID:

If any or all parts of this bid are accepted by Martin County Schools, an authorized representative shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the Martin County Board of Education Terms and Conditions (Attachment A) shall then constitute the written agreement between the parties. A copy of this agreement will be forwarded to the successful bidder(s).

<p>For MARTIN COUNTY SCHOOLS USE ONLY</p> <p>Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification,</p> <p>By _____ (Authorized Representative of Martin County Schools</p>
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BID OPENING:

Bids **will be publicly opened March 13, 2024 at 300 N. Watts St., Williamston, NC 27892 at 3:00PM**

INSTRUCTIONS FOR BIDS:

READ REVIEW AND COMPLY: It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments and comply with all requirements specified herein.

INQUIRIES:

All inquiries regarding this IFB should be submitted in writing. Inquiries can be submitted to the Martin County Schools Maintenance Director via email to jedwards@martin.k12.nc.us. Please refer to page 1 for contact information.

NOTICE TO OFFEROR'S: All bids are subject to the provisions of the Instructions for Bids, special terms and conditions specific to this IFB the specifications and the MCS BOE Standard Terms and Conditions.

MCS objects to and will not evaluate or consider any additional terms and conditions submitted with a bid response. This applies to any language appearing in or attached to the document as part of the offeror's response.

By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect.

METHOD OF AWARD: Solely determined by Martin County Public Schools, qualified bids will be evaluated and acceptance will be made to the lowest and best bid most advantageous to Martin County Schools as determined upon such considerations as: prices offered, the quality of articles offered, the general reputation and performance capabilities of the bidders, the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for intended use; the standardization and compatibility with Martin County Schools operations, the related services needed; the date or dates and delivery and performance; and such other factors as deemed by Martin County Schools to be pertinent or peculiar to the purchase question.

TABULATIONS: Tabulations of bids and award information can be obtained by calling the purchaser on first page of this document.

INFORMATION AND DESCRIPTIVE LANGUAGE: Offeror is to furnish all information requested and in the spaces provided in this document. In addition, each offeror must submit with their bid sketches, descriptive literature and/or complete specifications covering the product offered. Bids that do not comply with this requirement may be subject to rejection.

BID MAILING/DELIVERY INSTRUCTIONS:

Mail one original and two copies of the bid to the address below. The bid number should be included on the envelope.

Sealed offers, subject to the conditions made a part hereof, will be received at the address below, for furnishing and delivering the goods, software, and/or services as described herein.

<i>DELIVER TO:</i>
Martin County Schools 300 North Watts Williamston, NC 27892 Bid Number:

LATE OFFERS

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

NON-RESPONSIVE OFFERS

Vendor offers will be deemed non-responsive and will be rejected without further consideration or evaluation if statements such as the following are included:

- "This offer does not constitute a binding offer",
- "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
- "Vendor does not commit or bind itself to any terms and conditions by this submission",
- "This document and all associated documents are non-binding and shall be used for discussion purposes only",
- "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
- A statement of similar intent.

DESCRIPTION:

MCS intends to purchase new playground equipment for SCES elementary schools in the following locations:

South Creek Elementary (SCES) 21230 NC Hwy 903 Robersonville, NC 27871 grades K-5

This project includes necessary ground preparations, design playground space to meet all requirements and adequate student numbers. All equipment must meet the ASTM and CPSC safety standards.

PRODUCT SPECIFICATIONS:

Playground equipment should accommodate children ages 5-12, be able to support 50-60 children, should offer an assortment of slides and climbing options (preferably without many crawling tubes, must also include 2 pieces of inclusive equipment.

SCOPE OF WORK:

This project includes design playground space to incorporate the inclusive equipment in the playground layout so that all children feel like they are playing together. The equipment should meet all safety requirements to meet Federal standards and accommodate adequate student numbers. We plan a two part bid: one part is for the equipment and the other is for the installation of the equipment. We expect each bidder to participate in each part of the bid. Failure to bid installation for your equipment could void your bid.

Equipment Bid

1. We are requesting one playground set that will accommodate at least 50-60 children. This equipment should have an assortment of slides and climbing options to give kids more ways to enjoy their play experience.
2. We are requesting two inclusive pieces of equipment with adequate access from existing drive or building. Each piece should be able to accommodate at least two children and their assistants.

Submittals should include a design and layout plan showing how to incorporate the playground equipment into one area, including finished surface materials, border plans and access plans. The equipment shall be accessible to the handicapped in accordance to state and Federal law.

Installation Bid

1. Installation should include the necessary ground work preparations needed for the project. Inclusive playgrounds would require different flooring or walking pad than the non-inclusive

playground equipment. Installation should include a retaining wall. We would consider wood mulch/fiber as an option in areas but that should be shown in the playground designs.

2. **Dates for completion are critical. We will need to know the final completion dates and failure to meet those dates would be cause for liquidated damages.**
3. Vendors should furnish all labor and materials necessary to complete the project
4. Warranty: A copy of the warranty should be submitted as part of the package.
5. Clean up and properly dispose of all debris during and after the project. Trash and debris shall not be allowed to collect overnight so that the school campus maintains a clean appearance and there is no blowing debris.
6. Installers must adhere to local school policies: No tobacco products; no alcoholic beverages; no drugs; no firearms
7. The contractor shall work with Martin County Schools on each project work schedule.

SITE VISITS ARE AVAILABLE BY APPOINTMENT DURING THE WEEK OF Feb 26-Mar 1, 2024 AND SHOULD BE SCHEDULED BY EMAIL: jedwards@martin.k12.nc.us

BID TIMELINE

Bid Posted to IPS	February 22, 2024	Martin County Schools
Site Visit (Appointment)	Feb 26 – Mar 1, 2024	email: jedwards@martin.k12.nc.us
Bid Due Date	March 13, 2024	
Interviews/Demonstrations	March 18-21, 2024	
*Recommendation to Board of Education for approval	April 8, 2024	
Equipment Delivery Date	July 31, 2024	
Installation Completion Date	November 8, 2024	<u>Final completion Date</u>

CONTRACT GUIDELINES:

Contractor Shall:

- Furnish all labor and materials necessary to complete the playground improvements at each school.
- Warranty labor and workmanship. A copy of the warranty should be provided as part of the bid package

- Clean up and properly dispose of debris during and after completion of the job. The contractor shall remove all debris and trash from the schools as it accumulates in order that a clean appearance is maintained at all times. DEBRIS MAY NOT BE EMPTIED INTO DUMPSTERS ALREADY ON SITE AND SERVICED ON BEHALF OF MCS.
- There shall be no tobacco products, alcohol, drugs or firearms on MCS property.
- The contractor shall work with MCS on each project work schedule. The Contractor Administrator in the MCS Maintenance Director or his/her designee.

Martin County Schools shall:

- Provide for site access to the work areas.

Term:

Initial term of the contract will be from the date of award through July 31, 2024 for delivery of playground equipment and November 8, 2024 for final installation, at which time all work should be completed.

VENDOR/CONTRACTOR INFORMATION

Please specify the length of time your company has been established:

References

Please provide 3 references below:

References should be from companies/organizations where your company has been awarded contracts or supplied similar equipment to that proposed.

Customer:

Contract Date:
Product Delivery Date:
Contact Person:
Phone Number:

Customer:
Contract Date:
Product Delivery Date:
Contact Person:
Phone Number:

Customer:
Contract Date:
Product Delivery Date:
Contact Person:
Phone Number:

FEDERAL UNIFORM GUIDANCE

This purchase contract will be funded in full/part by Federal Grants and are such subject to the federal uniform guidance purchasing procedures and provisions outlined below.

§ 200.214 Suspension and debarment.

Non-Federal entities are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#). The regulations in [2 CFR part 180](#) restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The Contractor certifies that, during the term of an award for all contracts by Martin County Schools resulting from this procurement process, neither it nor its principals is presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded for participation by any federal department or agency.

§ 200.320 Methods of procurement to be followed

In compliance with § 200.320 of the Federal Uniform Guidance, a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Any or all bids may be rejected if there is a sound documented reason.

§ 200.321 contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

This contract will be funded by Federal Grants, which requires Martin County Schools to follow the UG guidelines outlined below. As a contractor for Martin County Schools, the contractor agrees to take affirmative steps listed in paragraphs (b) numbers (1) through (5).

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

For any award exceeding \$100,000, the contractor certifies that during and after the contract award term for all contracts awarded by Martin County Schools, that it is in compliance with all applicable provisions to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The contractor further certifies that:

- No Federal appropriated funds awarded will be paid for on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The contractor shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Access to Records

The Contractor agrees to provide Martin County Schools, the comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent or pertaining to this contract for the purposes of making audits, excerpts and transcriptions. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The provisions herein are not intended to limit access to records under relevant N.C. and Federal regulations, such as North Carolina Public Records Law.

No Obligation by Federal Government

All parties to this agreement acknowledge that the federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The Vendor/Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor/Contractor's actions pertaining to this contract.

NORTH CAROLINA GENERAL STATUTE GUIDELINES

Pursuant to N.C. Gen. Stat § 133-32 and any bidder certifies and understands that It shall be unlawful for any contractor, subcontractor, or supplier who: (1) Has a contract with a governmental agency; (2) Has performed under such a contract within the past year; or (3) Anticipates bidding on such a contract in the future; to make gifts or to give favors to any officer or employee of a governmental agency who is charged with the duty of: (1) Preparing plans, specifications, or estimates for public contract; (2) Awarding or administering public contracts; or (3) Inspecting or supervising construction. It shall also be unlawful for any officer or employee of a governmental agency who is charged with the duty of: (1) Preparing plans, specifications, or estimates for public contracts; (2) Awarding or administering public contracts; or (3) Inspecting or supervising construction; willfully to receive or accept any such gift or favor.

Martin County Schools, in addition to its compliance with federal regulations and laws regarding small and minority businesses, also promotes the use of historically underutilized businesses. See N.C. Gen. Stat. § 143-48, § 143-128.4.

MARTIN COUNTY BOARD OF EDUCATION

FEDERAL UNIFORM GUIDANCE

Addendum to Contract for Goods and Services

Revised February 24, 2022

I. Definitions

A. **Construction Work.** “Construction work” is the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (See 41 C.F.R. § 60-1.3).

B. **Federal Assisted Construction Contract.** “Federally assisted construction contract” is any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (See 41 C.F.R. § 60-1.3)

II. Remedies

The Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of any breach of contract by either party, including but not limited to any administrative, contractual or legal remedies applicable as well as any appropriate sanctions and/or penalties.

- III. Termination for Cause
The Board may terminate the Contract, in whole or in part, following written notice by the Board of a breach of the Contract by Contractor and the Contractor having fifteen (15) days to cure. In addition to any other remedies available to the Board in law or equity, the Board may procure upon such terms as the Board shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall be liable to the Board for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
- IV. Termination for Convenience:
For good cause as determined by the Board in good faith, the Board shall have the right to terminate any work under this Contract, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing from Board to Contractor. If the Contract is terminated by the Board 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. The Board 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.
- V. Changes
The Board may at any time, by a written change order, make changes within the general scope of the contract, in any one or more of the following: (a) specifications (including drawings and designs); (b) method or manner of performance of the work; (c) furnished facilities, equipment, materials, services, or site; or (d) the schedule for the performance of work. If any such change causes an increase or decrease in the cost of the work under the contract which was changed, an equitable adjustment may be made in the contract price and the contract may be modified in writing accordingly. Any claim by Contractor for adjustment under this clause must be asserted no later than 30 days from the date of receipt by the Contractor of the notification of change. Any change in the cost of work shall be authorized in writing by both parties.
- VI. Equal Employment Opportunity.
- A. During the performance of this contract, the Contractor agrees as follows:
- The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
1. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 2. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 3. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 4. The Contractor will furnish all information and reports required by Executive Order 11246

of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
6. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Copeland "Anti-Kickback" Act:

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Department of Labor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VII. Davis-Bacon Act

A. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

The contractor shall comply Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). As such, the Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The Board must report all suspected or reported violations to the Federal awarding agency.

VIII. Compliance with the Contract Work Hours and Safety Standards Act

A. **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such an individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. **Withholding for unpaid wages and liquidated damages.** The Board shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

D. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

IX. Rights to Inventions Made Under a Contract or Agreement

A. To the extent applicable, if the award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the Board wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Board will comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued. (See 2 C.F.R. Part 200, Appendix II, F)

X. Clean Air Act and the Federal Water Pollution Control Act.

The following provisions apply to contracts of amounts in excess of \$150,000:

A. Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the Board and understands and agrees that the Board will, in turn, report each violation as required to assure notification to the State of North Carolina, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

B. Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the Board and understands and agrees that the Board will, in turn, report each violation as required to assure notification to the State of North Carolina, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

XI. Suspension and Debarment

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the Board. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of North Carolina and/or the Board, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XII. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(as amended)

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification regarding lobbying, which is attached hereto as Exhibit A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

XIII. Procurement of Recovered Materials.

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

B. Information about this requirement, along with the list of EPA designated items, is

available at EPA's Comprehensive Procurement Guidelines website,
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

XIV. Access to Records.

The following access to records requirements apply to this contract:

A. The Contractor agrees to provide the Board, the State of North Carolina, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

XV. DHS Seal, Logo, and Flags: The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre approval.

XVI. Compliance with Federal Law, Regulations, and Executive Orders
This is an acknowledgement that financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

XVII. No Obligation by Federal Government
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

XVIII. Program Fraud and False or Fraudulent Statements or Related Acts The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XIX. Insurance and Reimbursement
The Contractor shall assist and support the Board in any way during the claim process with its insurance carrier(s) and/or seeking reimbursement for expenses from the State of North Carolina, or other applicable local, state or federal agency.

XX. Responsibility
The Contractor shall provide documentation establishing its integrity, compliance with public policy, record of past performance, and financial and technical resources prior to the execution of this contract.

XXI. Compliance with Local Board Policy
The Contractor shall comply with all applicable Martin County Board of Education Policies, including but not limited to, Martin County Schools Federal Uniform Guidance Procurement Policy and Martin County Schools Federal Uniform Guidance Conflict of Interest Policy.

EXHIBIT A. CERTIFICATION REGARDING LOBBYING (44 C.F.R. PART 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**ATTACHMENT A
MARTIN COUNTY BOARD OF
EDUCATION ("MCBOE")
STANDARD CONTRACT TERMS
AND CONDITIONS**

Last Updated: March 14, 2018

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to comply with all terms and conditions set forth or referenced (i) in the Vendor Contract for Goods and/or Services, (ii) in the Standard Contract Terms and Conditions herein, (iii) on any attachments thereto, (iv) in any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (v) in any other terms and conditions of a written agreement signed by Contractor and the MCBOE 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 MCBOE with respect to the purchase by MCBOE 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 MCBOE 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 MCBOE shall be deemed accepted by or binding on MCBOE. MCBOE 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 MCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by MCBOE are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed to in writing by MCBOE. 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 MCBOE 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 MCBOE unless otherwise agreed to 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 MCBOE of such change and MCBOE 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 MCBOE 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:** MCBOE 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 MCBOE reserving the right to accept or reject the increase, or cancel the Contract. Such action by MCBOE shall occur not later than 15 days after the receipt by MCBOE 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 MCBOE's accounts payable department with a copy to the MCBOE 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 MCBOE or its nominee.
12. **Rejection.** All Goods and Services shall be received subject to MCBOE'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. MCBOE 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, MCBOE 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.
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. The 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.
15. **Iran Divestment.** 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 or entity engaging in investment activities in Iran. Contractor further certifies that in the performance of this Agreement it shall not use any contractor or subcontractor that is identified on such a list.
16. **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 MCBOE of the Goods and Services and shall run to MCBOE 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, MCBOE 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.

17. **Indemnification.** Contractor shall indemnify and hold harmless MCBOE, 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 MCBOE, 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 MCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless MCBOE, 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.
18. **Insurance.** Unless such insurance requirements are waived or modified by MCBOE 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 MCBOE 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 MCBOE and shall contain the provision that MCBOE 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.
19. **Termination for Convenience.** For good cause as determined by MCBOE in good faith, MCBOE shall have the right to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing from MCBOE to Contractor. If the Contract is terminated by MCBOE 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. MCBOE 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.
20. **Termination for Default.** MCBOE 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 MCBOE in law or equity, MCBOE may procure upon such terms as MCBOE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall be liable to MCBOE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
21. **Contract Funding.** It is understood and agreed between Contractor and MCBOE that MCBOE'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 MCBOE for any payment may arise until funds are made available to MCBOE's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, MCBOE may at its discretion immediately terminate the Contract. MCBOE shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

22. **Accounting Procedures.** Contractor shall comply with any accounting and fiscal management procedures prescribed by MCBOE 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.
23. **Improper Payments.** Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to MCBOE 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 MCBOE notifies Contractor in writing that a payment has been determined to be improper.
24. **Contract Transfer.** Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of MCBOE.
25. **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.
26. **Key Personnel.** Contractor shall not substitute for key personnel assigned to the performance of the Contract without prior written approval from MCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor. "MCBOE Project Coordinator" is the individual at MCBOE responsible for administering the Contract.
27. **Contract Modifications.** The Contract may be amended only by written amendment duly executed by both MCBOE and Contractor. However, minor modifications may be made by MCBOE 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 MCBOE 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.
28. **Relationship of Parties.** Contractor is an independent contractor and not an employee of MCBOE. 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 MCBOE. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
29. **Advertisement.** The Contract will not be used in connection with any advertising by Contractor without prior written approval by MCBOE.
30. **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.
31. **Conflict of Interest.** Contractor represents and warrants that no member of MCBOE 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 MCBOE or any of its employees or officers to obtain a

personal or financial interest or benefit from the performance of the Contract or to have any interest in any Contract, subcontract or other agreement related to the Contract, during the term of the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

32. **Gratuities to MCBOE.** The right of Contractor to proceed may be terminated by written notice if MCBOE determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of MCBOE in violation of policies of MCBOE.
33. **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 MCBOE Contract or in connection with a subcontract relating to a MCBOE Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to MCBOE in writing the possible violation.
34. **Monitoring and Evaluation.** Contractor shall cooperate with MCBOE, or with any other person or agency as directed by MCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit MCBOE to evaluate all activities conducted under the Contract. MCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from MCBOE property and from performing services under the Contract following provision of notice to Contractor of the reasons for MCBOE's dissatisfaction with the services of Contractor's employee.
35. **Financial Responsibility.** Contractor represents that it is financially solvent and able to perform under the Contract. If requested by MCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by MCBOE'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 MCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
36. **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. MCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
37. **Inspection at Contractor's Site.** MCBOE 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 MCBOE 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.
38. **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 MCBOE'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 MCBOE 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 MCBOE 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 MCBOE, 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 MCBOE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by MCBOE, be deemed to be confidential or proprietary information and shall be acquired by MCBOE free from any restrictions as part of the consideration of the Contract.

39. **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.
40. **Intellectual Property.** Contractor agrees, at its own expense, to indemnify, defend and save MCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that MCBOE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
41. **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.
42. **Background Checks.** At the request of MCBOE's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor involved in the performance of the Contract shall submit to MCBOE criminal background check and drug testing procedures.
43. **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 MCBOE students. For Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Martin County Schools or Martin County on behalf of Martin County Schools. Failure to comply may result in legal action and termination of the contract for default.
44. **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.
45. **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.

46. **Attorney's Fees.** In the event of legal proceedings related to the Contract, MCBOE shall be entitled to recover its costs and reasonable attorney's fees to the maximum extent allowed by law, should MCBOE be the prevailing party.
47. **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.
48. **Force Majeure.** If MCBOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by MCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of MCBOE.
49. **Ownership of Documents.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by MCBOE. 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 MCBOE, be turned over to MCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to MCBOE shall not, unless otherwise specifically agreed upon in writing by MCBOE, be deemed to be confidential or proprietary information and shall be acquired by MCBOE free from any restrictions as part of the consideration of the Contract.
50. **Strict Compliance.** MCBOE 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.
51. **General Provisions.** MCBOE'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, MCBOE 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 delegate the performance of any of its obligations hereunder, without MCBOE prior, express written consent.
52. **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 Martin County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
53. **Federal Tax Number or Social Security Number.** Upon request by MCBOE or its representatives, Contractor shall provide its federal tax identification number or, if Contractor is an individual, his or her Social Security Number.

BIDDER INSTRUCTIONS:

Please complete all sections of this proposal accurately and completely. The proposal must be for the product specified, no substitutions will be accepted. After completing each section, the proposal should be signed by the person designated to submit bids for your company.

BIDDER'S PROPOSAL:

NAME:
DATE:
PRODUCT DELIVERY DATE: <i>PLEASE PROVIDE AND ESTIMATED DELIVERY DATE FROM TIME OF PURCHASE ORDER RECEIPT FROM MARTIN COUNTY SCHOOLS</i>
CONTACT PERSON:
PHONE NUMBER:

School Pricing Sheet

South Creek Elementary Grades K-5

Item No	Quantity	Description	Per Ea Price	Extended Price

Total Price \$ _____

Disclaimer: Martin County Schools is not tax exempt, tax will need to be included as a separate line item.

VENDOR SPECIFICS

Please include in this section any information you deem pertinent relating to your proposal for this IFB.



It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified. By signing this document, the vendor agrees to follow all guidelines/provisions outlined in this IFB, including, but not limited to the Martin County Schools IFB guidelines, the Federal Uniform Guidance Provisions, and the Martin County Schools contract award terms. In addition, the vendor agrees to follow the complete instructions, terms and conditions outlined in this document, and recognizes that failure to follow these instructions, terms and conditions will result in the vendor's proposal being withdrawn from consideration.

Bidder Signature: _____

Must be signed by the person(s) authorized to submit proposals for the company

Martin County Schools Office use only

Date IFB received:	Time Received:
Opened By:	Date/Time opened:
Signature:	

Bid Accepted Bid Rejected

If rejected, please specify the reasoning:
