

Johnston County Public Schools Purchasing Department Refer ALL Inquiries to: Cynthia Rivera Telephone No: (919) 934-6031 Ext. 8065 E-Mail: purchasing@johnston.k12.nc.us	INVITATION FOR BIDS NO. 200-BAND-05142026-CR
	Bids will be publicly opened: at 9:00am on Thursday May 14, 2026 2320 US HWY 70 Business East Smithfield, NC 27577
	Contract Type: Leave Blank
	Commodity: Leave Blank
	Using Agency Name: Johnston County Public Schools
(See page 4 for hand delivery and mailing instructions.)	

BACKGROUND

Johnston County Public Schools (JCPS) is seeking proposals for the performing arts classrooms at Wilson's Mills High School to ensure that the Band, Chorus, Dance, and Theatre Arts classrooms have all necessary equipment and resources to facilitate effective Arts Education instruction on the NCDPI State Arts Education Standards. The full list of resource/material items begins on p. 6.

NOTICE TO BIDDERS

All bids are required to be **SEALED and** sent in either by hand delivery or mail, and received by Johnston County Public Schools Purchasing Department located in the Simpson's Building at 2320 US HWY 70 Business East, Smithfield, NC 27577 **IFB No. 200-BAND-05142026-CR**, Attn: Cynthia Rivera no later than **9:00AM (local time) on Thursday, May 14, 2026**. All replies must reference **IFB No. 200-BAND-05142026-CR** and include **Vendor Name**.

NOTE: IFB No. 200-BAND-05142026-CR and Vendor Name, must be present and visible and clearly labeled on the outer shipping envelope/package/container otherwise the bid may be rejected. Refer to page 4 for proper mailing instructions and hand delivery instructions. USPS mail is automatically routed to our PO Box which creates issues for large packages, do NOT use this method to send proposals.

Bids submitted via facsimile (FAX) machine, open, see through, or emailed in response to this invitation for bids will not be accepted. Bids are subject to rejection unless submitted on this form. Late Bids will not be accepted and will be considered nonresponsive.

Bidder Questions

All questions concerning this IFB, or any request for additional data or information must be submitted in writing via email to the Purchasing Department, purchasing@johnston.k12.nc.us subject line must reference **QUESTIONS IFB No. 200-BAND-05142026-CR** by **1:00pm on May 7, 2026** Bidder questions are required to be received by purchasing@johnston.k12.nc.us, Questions received to anyone other than the email address listed here are not guaranteed to be answered.

Responses to these questions will be provided **no later than 5:00pm on May 7, 2026** via this [LINK](#). JCPS will make every effort to provide answers to questions within 24 hours of receiving the question via the Link provided. Questions

received after the timeframe provided to submit questions are not guaranteed to be answered. JCPS will make every effort to answer any and all questions submitted.

ANTICIPATED TIMETABLE

Event	Responsibility	Date & Time
Post IFB	JCPS	May 5, 2026
Submit Written Questions to Cynthia Rivera, purchasing@johnston.k12.nc.us	Vendor	by 1:00pm on May 8, 2026
Provide Responses to Questions at this Link	JCPS	by 12:00pm on May 8, 2026
Submit Bids	Vendor	by 9:00am on May 14, 2026
Bid Opening	JCPS	All sealed bids will be publicly opened on May 14, 2026 at 9:00am.

** Historically Underutilized Businesses are encouraged to bid*

BIDDER'S LIST

Johnston County Public Schools desires to provide opportunities to responsible suppliers to do business with the school system. This list is used to develop a mailing list for distribution of specifications, invitations to bid, and notice of other competitive purchasing processes. If you wish to be added to JCPS Bidder's list please fill out the [form linked here](#) and submit it via email to purchasing@johnston.k12.nc.us.

PUBLIC BID OPENING

The public bid opening will be held at **9:00pm on Thursday, May 14, 2026** at Johnston County Public Schools, Simpson Building, 2320 US HWY 70 Business East Smithfield, NC 27577. 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 JCPS Simpson's Building at 2320 US HWY 70 Business East, Smithfield, NC 27577 will be used to record the official time of receipt. **Bids are due by 9:00pm on Thursday, May 14, 2026. Late bids will not be accepted or taken into consideration.**

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

This submission is an attestation that the entity providing this response is in compliance with state and federal conflicts of interest laws, including N.C.G.S. 14-234. Specifically, the entity attests that it is not owned by a Johnston County Board of Education member or the spouse of a JCBOE Board member with more than a 10% ownership interest or other interest in the entity such that, if selected, the entity would be a party to the contract, derive any income or commission directly from the contract, or acquire property under the contract.

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

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
HAS YOUR COMPANY BEEN DEBARRED, SUSPENDED EXCLUDED OR INELIGIBLE FROM DOING BUSINESS WITH EITHER THE STATE OR FEDERAL GOVERNMENT? YES _____ NO _____			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- 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.
- 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.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

BID No. 200-BAND-05142026-CR

BIDDER:

HAND DELIVERY: An original bid document and 1 copy of the bid in a single envelope (2 copies total). Bids should be completely sealed, address envelope, and include bid number as shown below. Hand deliver to Johnston County Public Schools, Purchasing Department, located at Simpson's Building, 2320 US HWY 70 Business East Smithfield, NC 27577 IFB No. 200-BAND-05142026-CR Attn: Purchasing Department, no later than **9:00A.M. on Thursday, May 14, 2026**. Bids hand delivered must be delivered between the hours of 7:30am - 4:00pm Monday through Friday. JCPS is closed on weekends.

MAILING INSTRUCTIONS: Mail an original bid document and 1 copy of the bid in a single envelope (2 copies total). Bids should be completely sealed, address envelope, and include bid number as shown below to Johnston County Public Schools Purchasing Department, located at Simpson's Building, 2320 US HWY 70 Business East Smithfield, NC 27577 IFB No. 200-BAND-05142026-CR Attn: Purchasing Department, no later than **9:00A.M. on Thursday, May 14, 2026** at which time they will be publicly opened. **USPS mail is automatically routed to our PO Box which creates issues for large packages, do NOT use this method to send proposals. JCPS is closed on weekends. Bids received over the weekend or after 4:00pm will be treated as having been received the next business day.**

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 JCPS Purchasing Department, located at Simpson's Building, 2320 US HWY 70 Business East Smithfield, NC 27577, will be used to record the official time of receipt. **The outside of the sealed envelope or package shall be marked IFB No. 200-BAND-05142026-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.**

BIDS CANNOT BE COMBINED WITH OTHER BIDS. EACH BID MUST BE IN ITS OWN SEALED PACKAGE AND SHOULD NOT BE COMBINED TO RESPOND TO MORE THAN ONE INVITATION FOR BIDS.

DELIVER TO:

Johnston County Public Schools
 Purchasing Department
 Bid No. 200-BAND-05142026-CR
 Attn: Purchasing Department
 Simpson's Building
 2320 US HWY 70 Business East
 Smithfield, NC 27577

**VENDOR NAME AND
 BID NUMBER MUST BE INDICATED
 ON THE OUTER SHIPPING
 PACKAGE/CONTAINER/ENVELOPE**

Bids submitted via facsimile (FAX) machine, open, see through, or emailed in response to this invitation for bids will not be accepted. Bids are subject to rejection unless submitted on this form. Late Bids will not be accepted and will be considered nonresponsive.

AWARD CRITERIA: As provided by statute, award will be based on the lowest responsive, responsible bidder. Johnston County Public Schools as determined by consideration of:

1. Prices offered.
2. Quality of item(s) offered
3. General reputation and performance capabilities of the bidder.
4. Conformity with specifications herein.

The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested also to offer a lump sum price.

BID EVALUATION: Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. Johnston County Public School reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

An evaluation team will review the proposals using the following Award Criteria on this page and make a recommendation.

Please do not contact any JCPS staff member other than the designated contact, Purchasing Department by email only, purchasing@johnston.k12.nc.us regarding the project contemplated under this IFB while the IFB is open to receiving bids. Once the deadline for bids has passed and bids have been opened please refrain from contacting JCPS in regards to making corrections, clarifications, or alterations to the bids submitted. JCPS will only take into consideration the bids submitted on or before the set date and time and no changes will be accepted.

Johnston County Public Schools reserves the right to reject any and all proposals and discontinue the IFB process without obligation or liability to any potential vendor.

Johnston County Public Schools reserves the right to select the proposal(s) which in its sole judgment best meet the needs, services and cost of JCPS.

Johnston County Public Schools reserves the right to accept or reject any one or more items of the proposal and/or waive any irregularities or informalities in any proposal or in the proposal process.

Johnston County Public Schools reserves the right to award more than one contract to one or more bidders if it is in the best interest of Johnston County Public Schools.

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 IFB.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by the bidder in **BLUE** ink. Otherwise it will be considered that items offered are in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet in **BLUE** ink. However, no implication is made that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

MAKE AND MODEL: Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

ITEMS TO BE PURCHASED

Bidders: [Please use this link to access an editable version of this table](#) and edit as needed, please attach a detailed quote for each item listed to ensure it meets our request and needs as well as quality of the product. Please list brand, model, size etc.

EQUIPMENT/MATERIALS			
Quantity Needed	Description	Unit Price	Amount
3	EVANS EC2S Frosted Drum Head 6in.		\$
3	EVANS MX Frost Tenor Head 8in.		\$
4	EVANS EC2S Frosted Drum Head 10in.		\$
4	EVANS EC2S Frosted Drum Head 12in.		\$
4	EVANS MX Frost Tenor Head 13in.		\$
4	EVANS MX Frost Tenor Head 14in.		\$
4	EVANS MX2 Black Marching Bass Drum Head Black 16 in.		\$
4	EVANS MX2 Black Marching Bass Drum Head Black 18 in.		\$
4	EVANS MX2 Black Marching Bass Drum Head Black 20 in.		\$
4	EVANS MX2 Black Marching Bass Drum Head Black 24 in.		\$
4	EVANS MX2 Black Marching Bass Drum Head Black 28 in.		\$
4	Innovative Percussion FBX Field Series Marching Bass Mallets Small		\$
5	Innovative Percussion FBX Field Series Marching Bass Mallets Medium		\$
4	Innovative Percussion FBX Field Series Marching Bass Mallets Large		\$
6	Innovative Percussion FS-4 Hickory Marching Snare Drum Stick Wood		\$

BID No. 200-BAND-05142026-CR

BIDDER:

5	EVANS System Blue Marching Snare Batter 14 in.		\$
1	Yamaha HD-300 Harmony Director Instructional Keyboard		\$
1	Valentino Director's Combination Fix Kit Includes Heat Gun		\$
2	BOSS DB-90 Dr. Beat Metronome		\$
30	KORG TM-70T Combo Tuner Metronome - Black		\$
1	Sabian 53401 34" Chinese Gong		\$
1	Sabian 61122 Triangle Pinch Clip		\$
2	Sabian AAX Suspended Cymbal 16in.		\$
2	Sabian AAX Suspended Cymbal 18in.		\$
2	Sabian AAX Suspended Cymbal 20in.		\$
1	Remo Mondo Designer Series Key-Tuned Djembe Earth 25 x 14 in.		
1	LP Black Beauty Cowbell		
1	LP234A Standard Wood Afuche/Cabasa		
1	LP Grenadilla Wood Clave		
1	LP Fiber Maracas		
1	LP LP452 Multi-Guiro		
1	Black Swamp Percussion Woodblock Medium		
1	Pageantry Innovations Gong Cart		
1	MEINL Sleigh Bells Black 25 Bells		
2	Fox Model 222 Bassoon With High D		
2	Yamaha YBS-480 Intermediate Eb Baritone Saxophone Gold Lacquer Keys		
2	Fox Renard Model 330 Oboe		
3	Yamaha YCL-221 Student Bass Clarinet With Low Eb		

3	Yamaha YTS-26 Standard Tenor Saxophone Lacquer with Nickel Keys		
2	Pearl Flutes PFP-105 Grenaditte Piccolo		
1	Grover Pro Percussion Workstation Black		
1	TAMA Mid-Pitched Concert Tom Set With Stands (Double-headed) 10, 12, 13, 14 in. Transparent Black Burst		
1	Evans G1 Coated Batter Drum Head 16 in.		
1	Evans G1 Coated Batter Drum Head 13 in.		
1	Evans Genera Dry Batter Snare Head 14 in.		
1	Evans EQ3 System Pack 22" Bass Drum Head Set Black		
1	Evans Strata Concert Bass Drum Head 36 in.		
1	Evans Strata 1400 Orchestral-Bass Drumhead with Power Center Dot 36 in.		
1	Evans Strata 700 Coated Concert Snare Drum Head 14 in.		
1	Evans EC2 SST Clear Drum Head Pack Fusion - 10/12/14		
1	Evans G1 Coated Drum Head Pack Fusion - 10/12/14		
1	Humes & Berg Enduro Pro Snare Drum Case With Foam Black 14x5.5 Inch		
1	Humes & Berg Tuxedo Tom Drum Bag Black 8x10		
1	Humes & Berg Tuxedo Bass Drum Bag Black 18x22		
1	Humes & Berg Tuxedo Floor Tom Drum Bag Black 14x14		
1	Humes & Berg Tuxedo Cymbal Bag with Shoulder Strap Black 22in.		

BID No. 200-BAND-05142026-CR

BIDDER:

1	Humes & Berg Tuxedo Tom Drum Bag Black 9x12		
1	Ludwig BackBeat Elite 5-Piece Complete Drum Set With 22" Bass Drum, Hardware & Cymbals - Midnight Grain		
1	Pearl Pearl PFG-20 Fiberglass Guiro		
6	Livewire Advantage Instrument Cable - 10 ft. Black		
1	Sabian AA Viennese Cymbals 18 in.		
1	Sabian Leather Cymbal Straps		
1	Pearl Orchestral Cymbal Cradle		
4	Denis Wick DW5504 Series Trumpet Straight Mute Aluminum Bottom		
4	Denis Wick DW5505 Series Trombone Straight Mute		
3	Denis Wick DW5524 Series French Horn Straight Mute		
4	Denis Wick DW5531 Series Adjustable Trumpet Cup Mute		
5	Yamaha MBMH2 Marching Bass Drum Mallet Holder		
2	Zildjian Stadium Medium Cymbal Pair 14 in.		
2	Zildjian Stadium Medium Cymbal Pair 18 in.		
4	Paiste Straps & Pads Set, Deluxe Straps Small Pads		
1	Yamaha 16" x 14" 8300 Series Field-Corps Marching Bass Drum Blue Forest		
1	Yamaha 18" x 14" 8300 Series Field-Corps Marching Bass Drum Blue Forest		
1	Yamaha 20" x 14" 8300 Series Field-Corps Marching Bass Drum Blue		

	Forest		
1	Yamaha 24" x 14" 8300 Series Field-Corps Marching Bass Drum Blue Forest		
1	Yamaha 28" x 14" 8300 Series Field-Corps Marching Bass Drum Blue Forest		
5	Yamaha 9400 SFZ Marching Snare Drum 14 x 12 in. Blue		
3	Yamaha 8400 Field-Corps Small Quint 6, 8, 10, 12, 13 in. Blue Forest		
8	Yamaha MSH2 Double Marching Drum Stick Holder Drum Stick Holder		
1	Yamaha Field-Master Bass Drum Case 16 in.		
1	Yamaha Field-Master Bass Drum Case 18 in. Black		
1	Yamaha Field-Master Bass Drum Case 20 in		
1	Yamaha Field-Master Bass Drum Case 24 in. Black		
1	Yamaha Field-Master Bass Drum Case 28 in.		
3	Yamaha Marching Tom Case for Quad/Quint/Sextet Large Black		
5	Yamaha 14x12" Marching snare drum case for SFZ/MTS snare drum Black		
3	Yamaha Field Corps Marching Tom Carrier		
5	Yamaha Field Corps Marching Bass Carrier		
10	Yamaha Field Corps Marching Snare Carrier With SFZ Mounting Plate		
1	Adams 3.3 Octave Round Top Parsifal Bells Mallet Percussion Gcf-33 / Concert		

	Series / Field Frame		
1	LP 18-Inch Red Oak Slapstick		
2	Gibraltar Freestanding Percussion Table		
1	Sabian AA Series Splash Cymbal 10in.		
1	Sabian 50101 Light Finger Cymbals		
1	Sabian AAX Splash Cymbal 12 in.		
1	Sabian AAX Series Chinese Cymbal 18 in.		
2	Pearl BC930 Convertible Boom Cymbal Stand		
1	Black Swamp Percussion Artisan Triangle Steel 8 in.		
1	Innovative Percussion Concert Bass Drum Mallet Cb-5 (Cartwheel Style - Pair)		
1	Innovative Percussion Gong Mallets Large		
1	Innovative Percussion Gong Mallets Small		
1	Innovative Percussion Christopher Lamb Chime Hammer Large Hard & Felt End		
1	Innovative Percussion Concert Timpani Mallets Ct-2 Medium Soft		
1	Innovative Percussion Concert Timpani Mallets Medium		
1	Innovative Percussion Concert Timpani Mallets Ct-4 Medium Hard		
1	Innovative Percussion Concert Timpani Mallets Ct-5 Hard, Staccato		
1	Pearl Pneumatic Timpani Throne		
1	Humes & Berg Enduro Pro Snare Drum Case With Foam Black 14 x 8in.		
1	Humes & Berg Enduro Pro Snare Drum Case With Foam Black 14 x 5in.		
2	Yamaha FC4A Piano-Style Sustain Foot Pedal		

1	Gibraltar GHTB Hardware Bag Black		
2	Yamaha HS5 5" Powered Studio Monitor (Each)		
4	Innovative Percussion Tom Rarick Series Birch Handle Marimba Mallet Hard Pewter Yarn		
1	Innovative Percussion Concert Bass Drum Mallet Cb-4 (Hard Rubber Ball)		
1	Ludwig Concert Bass Drum w/Fiberskyn Heads & LE788 Stand Black Cortex 18x36		
1	LP LP1210 Granite Block/Mount		
1	LP LP513 Studio 72-Bar Double Row Chimes		
3	Ludwig Concert Snare Drum Stand		
1	LP LPA601 Aspire Oak Bongos with Black Hardware Dark Wood		
1	LP Aspire 10" and 11" Conga Set with Double Conga Stand Havana Cafe with Brushed Nickel Hardware		
1	Ludwig Universal Series Black Brass Snare Drum with Black Nickel Die-Cast Hoops 14 x 8 in.		
1	Ludwig Universal Series Black Brass Snare Drum with Black Nickel Die-Cast Hoops 14 x 5.5 in.		
1	Musser Symphonic Chimes 1.5 in. Tubes Brass (M665B)		
1	MEINL Drum Rug 5.25'x6.5' Black		
3	Musser Ultimate 2 Vibraphone.Gold Bars 3 Octaves Field Frame with Motor		
4	Musser 4.3 OCT ULT KELON MARIMBA		
1	Musser 3.5 Octave Ultimate Xylophone		

BID No. 200-BAND-05142026-CR

BIDDER:

2	Yamaha P-225 88-Key Digital Piano - Black		
1	Black Swamp Percussion Castanets Grenadillo		
4	D'Addario American Stage Instrument Cable 15 ft.		
1	Black Swamp Percussion SoundArt Series Double Row 10" Tambourine with Remo Head 10 in. Chromium/Bronze		
8	Gibraltar Short Cymbal Boom Arm with Brake Tilter		
1	MEINL Modern Style A-Go-Go Bell with Black Powder Coating		
1	Grover Pro TB Professional Triangle Beater Sets Four Tubular Beaters TB-TS		
2	Sabian XSR Suspended 20 in.		
4	Innovative Percussion AA25B Medium Marimba Mallets Medium Orange Cord		
1	Evans Cymbal Sizzler		
4	Innovative Percussion Tom Rarick Series Birch Handle Marimba Mallet Hard Pewter Yarn		
4	Innovative Percussion Tom Rarick Series Birch Handle Vibraphone Mallet Medium Navy Cord		
1	Innovative Percussion IP901 Soft Xylophone Mallets		
1	Innovative Percussion IP903 Dark Xylophone Mallets		
1	Innovative Percussion IP904 Hard Xylophone Mallets		
6	Innovative Percussion MB1 Mallet Tour Bag Cordura Small		
10	Pearl PCX100 Pipe Clamp		
4	Sabian Standard 22 Cymbal Bag		

BID No. 200-BAND-05142026-CR

BIDDER:

2	Vic Firth High-Tension Drum Key		
1	Yamaha TF5 32-Channel Digital Mixer		
2	Pageantry Innovations Pageantry Innovations Enclosed Synth Cart		
4	Shure SM57 Dynamic Instrument Microphone		
3	Gator Frameworks GFW-MIC-2120 Deluxe Tripod Mic Stand with Telescoping Boom		
3	Livewire Essential High Impedance Microphone Cable XLR to 1/4" 20 ft. Black		
8	Shure A2WS Windscreen Black		
6	Audio-Technica AT897 Line + Gradient Shotgun Condenser Microphone		
1	On-Stage Stands On Stage 12-Channel/4-Return Stage Snake 50ft 50 ft.		
5	On-Stage Stands Heavy-Duty Euro Boom Mic Stand Black		
5	Yamaha YBB-202MWC Series Marching 4/4 BBb Tuba Silver		
4	Yamaha YBB-321WC Series 4-Valve 4/4 BBb Tuba Lacquer		
5	Jupiter JTB1150FOQ Performance Series F-Attachment Trombone Silver plated Yellow Brass Bell		
4	Manhasset Music Stand Storage Cart (Holds 25)		
3	Midwest Folding Products Caddy for Standing Choral Risers		
3	National Public Seating TransPort Tapered Choral Riser 3-Level Grey Carpet		
2	National Public Seating CCS Series Conductor's Podium		

BID No. 200-BAND-05142026-CR

BIDDER:

3	National Public Seating Back Guardrail For 18"X 32" Tapered "Risers 18"" x 32 Black		
2	Silver Creek SC1PP Pitch Pipe Chrome		
1	Shure SM58 Dynamic Vocal Microphone		
1	Livewire Essential XLR Microphone Cable with On/Off Switch 25 ft. Black		
4	Livewire Essential XLR Microphone Cable - 25 ft. Black		
5	On-Stage Stands MS7701B Tripod Mic Stand With Boom		
1	Yamaha DBR12 Powered Speaker Pair with Stands and Cables		
1	KORG Digital Metronome White		
2	E-Cords Extension Cord Standard Ends 16 Gauge 50 ft.		
1	Monster Cable MPOWER8001 Pro MI Power Strip Surge 8 Outlet, 2 USB With 15 Ft Cord		
1	Anchor Audio Go Getter U2 2 wireless mics Beltpack/Lapel		
13	Manhasset M48 Carton of 6 Music Stands		
2	Fender Passport EVENT 375W Portable PA System		
60	Deer River Deluxe Leatherette Choral Folio Black		
1	Yamaha Clavinova CLP-835 Console Digital Piano With Bench Rosewood		
1	Fender Passport Event Series 2 375W Powered PA System		
1	Manhasset M54 Regal Conductor's Music Stand		
2	VocoPro USB-ACAPELLA-4 4-Channel Wireless Microphone/USB Interface Package, 902-927.2mHz Set A		

BID No. 200-BAND-05142026-CR

BIDDER:

2	Yamaha CHR15M 15" 2-Way Passive Floor Monitor		
80	Protec Deluxe Padded Music Music Folder Black		
1	Yamaha Baby Grand Acoustic Piano		
1	Brother B&W Printer for Directors Office		
3	M2 BASICS Professional 350 Piece First Aid Kit		
2	BAC Apprentice Alto Sax		
3	BAC Apprentice Clarinet		
3	BAC Apprentice Flute		
2	6' Command Center Drum Major Podium Black		
1	Krylon Field Striper		
1	300' field tape measure		
25	Red Flag Silks 36"x54"		
5	Crutch Style Pole Caps - Dozen		
10	DSI Elite 5 Rifle - Black Bolt Black Leather Strap		
25	Silver aluminum poles 6'		
1	Deluxe 10' Banner Frame		
1	Digital Performance Gear (3x10 Banner w/custom artwork)		
120	FJM Uniforms - Cesario Blue 7 - Change colors		
120	44" Uniform Bags Red or Blue		
2	Plume Case with Cart		
120	Shako Box		
5	A-Frame Backdrop Cart		
10	I-Frame Backdrop Cart		
3	FloorMover		
10	Front Screen Frame		

1	McCormicks Director Sound System		
1	Electronics Transport Cart		
12	McCormick's Microphone Cable XLR-XLR 15Ft		
1	Yardline markers		
2	Gemeinhardt 4S Intermediate Piccolo		
2	Percussion cabinet		
4	EZ Mover Uniform Cart		
1	Castanet case		
1	Concert toms w stands		
1	Evans drum set tom head 16"		
1	Evans concert tom head 13"		
1	Evans drum set snare top head 14"		
1	Evans concert snare top head 14"		
1	Evans drum set bass head pack		
1	Evans concert bass drum back head 36"		
1	Evans concert bass drum front head 36"		
1	Evans concert snare top head 14"		
1	Evans concert tom head pack		
1	Evans drum set tom head pack 10/12/14		
1	Humes and Berg Snare Bag 14x5.5		
1	Humes and Berg Tom Cover 8x10		
1	Humes and Berg Bass Drum Cover 18x22		
1	Humes and Berg Floor Tom Cover 14x14		
1	Humes and Berg Cymbal Bag		
1	Humes and Berg Tom Cover 9x12		
1	Ludwig Evolution Drum Set - Platinum		
1	Pearl Gourd Guiro		
6	Planet Waves 1/4" cable (10ft)		

1	Sabian 18" AA Viennese Cymbals w/Stand		
1	Pageantry Innovations Rack		
20	Berp - Trumpet/Mellophone		
5	Berp - Tuba		
6	Berp - Trombone		
6	Berp - Baritone		
6	Berp - French Horn		
6	Straight Mute for Trumpet		
6	Straight Mute for Trombone		
5	Straight Mute for French Horn		
6	Cup Mute for Trumpet		
5	Gator XL Mallet holder		
2	Meinl Marching Cymbal 14"		
2	Meinl Marching Cymbal 18"		
1	16" Yamaha 8300 Bass Drum - Color TBD		
1	18" Yamaha 8300 Bass Drum - Color TBD		
1	20" Yamaha 8300 Bass Drum - Color TBD		
1	24" Yamaha 8300 Bass Drum - Color TBD		
1	28" Yamaha 8300 Bass Drum - Color TBD		
5	14" Yamaha Marching Snares - Color TBD		
1	Yamaha 16" bass cover		
1	Yamaha 18" bass cover		
1	Yamaha 20" bass cover		
1	Yamaha 24" bass cover		
1	Yamaha 28" bass cover		

BID No. 200-BAND-05142026-CR

BIDDER:

3	Yamaha Marching Tenors - Color TBD		
5	Yamaha snare cover		
8	Yamaha Stick bag		
3	Yamaha tenor cover		
1	Yamaha 16" bass drum case		
1	Yamaha 18" bass drum case		
1	Yamaha 20" bass drum case		
1	Yamaha 24" bass drum case		
1	Yamaha 28" bass drum case		
3	Yamaha Tenor case		
5	Yamaha Snare Case		
5	Yamaha bass stand		
3	Yamaha tenor stand		
5	Yamaha snare stand		
3	Yamaha Marching Tenor Drum Carrier		
5	Yamaha Marching Bass Drum Carrier		
5	Yamaha Marching Snare Drum Carrier		
1	Blessing Flugelhorn		
1	Turbosound iNSPIRE Portal Sound System for Band Room		
1	Megavox with Headphone, Microphone, Stand Bundle		
3	Megavox		
3	Megavox Stand		
1	Adams 3.3 Octave Concert Series Glockenspiel Field Frame		
1	Grover-Trophy Slap Stick		
2	Gibraltar percussion table		
1	Sabian 10" splash		
1	Sabian light finger cymbals		

BID No. 200-BAND-05142026-CR

BIDDER:

1	Sabian 12" splash		
1	Sabian China cymbal		
2	Pearl Boom Stand		
1	Black Swamp 6" Triangle		
1	Black Swamp 8" Triangle		
1	IP BD med mallet		
1	Innovative Percussion BD rollers		
1	IP large gong mallet		
2	IP small gong mallet		
2	IP chime mallets		
2	Soft Timpani mallets		
2	Medium Timpani mallets		
2	Medium Hard Timpani mallets		
2	Hard Timpani mallets		
1	Pearl Timpani Throne		
1	8" Snare case		
1	5.5" Snare case		
2	Sustain Pedal		
1	Gibraltar Hardware transport bag		
2	Yamaha Monitor		
6	IP Hard Marimba mallets		
1	IP BD hard mallet		
1	Ludwig Bass drum w stand		
1	LP Granite blocks w mount		
1	LP Bar Chimes Double Row		
3	Ludwig concert snare stand		
1	LP Aspire Wood Bongos (Natural Wood)		
1	LP Aspire Wood Conga Set with Stand		

BID No. 200-BAND-05142026-CR

BIDDER:

1	Ludwig Copper Timpani - 23, 26, 29, 32		
1	Ludwig 8x14 Concert Snare		
1	Ludwig 5.5x14 Concert Snare		
1	Musser chimes		
1	Meinl Drum Set Rug		
3	Musser Ultimate Vibe with Field Frame		
4	Musser Ultimate 4.3 Octive Marimba with Field Frame		
1	Musser 3.5 Octive Ultimate Xylophone Field Frame		
1	Zildjian high octave crotales		
1	Zildjian low octave crotales		
2	Yamaha P-225 Digital Piano		
1	Black Swamp Castanets		
4	D'Addario 15ft Cables		
1	Black Swamp Tambourine		
8	Gibraltar Short Cymbal Boom Arm		
1	Agogo Bells		
3	LP Egg shakers		
1	Grover Triangle Beater Set with case		
2	Sabian 20" suspended cymbal		
6	IP Medium Marimba/Vibe mallets		
4	Zildjian Survival Kit		
1	Evans Cymbal Sizzlers		
6	IP Soft marimba mallets		
6	IP Medium Vibe mallets		
1	Xylo/bell/crotale mallets		
1	Xylo/bell/crotale mallets		
1	Xylo/bell/crotale mallets		
10	IP Mallet bag		

BID No. 200-BAND-05142026-CR

BIDDER:

15	Pearl Pipe Clamps		
4	Sabian Cymbal Bag		
4	Vic Firth drum Key		
1	Yamaha TF5 32-Ch Digital Mixer		
2	Pageantry Innovations KC-30 Enclosed Synth Cart		
3	Shure SM57 Cardioid Dynamic Instrument Microphone Bundle with Stand and Cable		
12	Shure SM57 Cardioid Dynamic Instrument Microphone		
11	Shure A2WS Locking Microphone Windscreen		
4	McCormick's Speaker Cart Cover Set		
5	Audio-Technica AT897 Shotgun Microphone		
1	On-Stage SNK12450V2 12x4 XLR Stage Snake		
5	K&M 21021 Extra Tall Boom Microphone Stand		
5	Yamaha Marching Tuba- Silver		
4	Yamaha Tuba		
6	Holton H179 - Concert french horns		
1	Yamaha Bass Trombone		
4	Yamaha Euphoniums		
6	Yamaha Marching Baritone - Silver Plated		
6	Yamaha Marching Mellophone - Silver Plated		
6	Jupiter Trombone F Attachment - Silver Plated		
1	Flex Conductor's System		
	Meinl castanet machine		
1	Leblanc L7182 Bb Contrabass		
<i>Please include shipping and/or any additional fees</i>			\$

<i>Sales Tax</i>	\$
TOTAL	\$

Bidders: [Please use this link to access an editable version of this table](#) and edit as needed, please attach a detailed quote for each item listed to ensure it meets our request and needs as well as quality of the product. Please list brand, model, size etc.

BIDDER MUST ATTACH THEIR DETAILED QUOTE IDENTIFYING ITEMS TO BE PURCHASED MUST BE ATTACHED TO VERY GENERAL QUALITY LEVEL DESIRED. QUOTE EXACTLY AS SPECIFIED. JOHNSTON COUNTY PUBLIC SCHOOLS RESERVES THE RIGHT TO DETERMINE IF BIDDER’S OFFER IS ACCEPTABLE. IF QUOTING ITEMS, ALL INFORMATION, INCLUDING ITEM NUMBERS AND COMPLETE DESCRIPTIONS, MUST BE PROVIDED TO ENSURE IT ALIGNS WITH JCPS NEEDS.

ALL SHIPPING CHARGES, DELIVERY CHARGES, SALES TAX OR ANY OTHER FEES MUST BE INCLUDED IN THE BID PRICE. IT IS UNDERSTOOD THAT THE PRICES QUOTED HEREIN THAT DO NOT EXPLICITLY STATE ANY OF THE ABOVE IS THE BIDDERS FULL AND COMPLETE RESPONSE TO THIS INVITATION TO BID AND WILL BE BOUND BY THE PRICE(S) QUOTED. JOHNSTON COUNTY PUBLIC SCHOOLS WILL NOT BE RESPONSIBLE FOR ADDITIONAL CHARGES NOT STATED IN QUOTE PROVIDED IN RESPONSE TO THIS INVITATION TO BID.

SHIPPING AND DELIVERY INFORMATION

Vendor acknowledges, by signing below, that the preferred delivery date for all products is on or before **August 3, 2026**, to allow sufficient time for assembly prior to the start of the school year.

Vendors are strongly encouraged to meet this preferred delivery date; however, if delivery by August 3, 2026 cannot be guaranteed, the vendor must indicate the earliest date by which all items can be guaranteed for delivery in the designated column on the Price Sheet.

Please also indicate the latest delivery date for any individual item listed on the Price Sheet: _____

Vendor Delivery Commitment Acknowledgement

- Vendor will have all items delivered by August 3, 2026 or before.
- Vendor will deliver the majority of items by August 3, 2026 and has identified any exceptions on the Price Sheet. All remaining items will be delivered no later than the date indicated above.

Signature **Date**

Printed Name **Date**

Additional Quantities

Johnston County Public Schools is requesting for the period of when an award through the issuance of a valid Purchase Order from Johnston County Public Schools (JCPS) until December 31, 2026 the right to acquire additional quantities at the amount quoted in this bid.

By signing below bidder agrees to honor unit price for additional quantities needed not to exceed December 31, 2026.

Signature

Date

Printed Name

Date

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
663059712. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for bids, the specifications. Johnston County Public Schools ("JCPS") objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
663059713. **DEFINITIONS:**
- **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Invitation for bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
663059714. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
663059715. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
663059716. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
663059717. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
663059718. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
663059719. **RECYCLING AND SOURCE REDUCTION:** It is the policy of JCPS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of JCPS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
663059720. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from JCPS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
663059721. **ACCEPTANCE AND REJECTION:** JCPS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
663059722. **REFERENCES:** JCPS reserves the right to require a list of users of the exact item offered. JCPS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
663059723. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to JCPS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by JCPS to be pertinent or peculiar to the

purchase in question. Unless otherwise specified by JCPS or the bidder, JCPS reserves the right to accept any item or group of items on a multi-item bid. JCPS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, JCPS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by JCPS to be pertinent or peculiar to the purchase in question.

663059724. **HISTORICALLY UNDERUTILIZED BUSINESSES:** JCPS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
663059725. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, JCPS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
663059726. **SAMPLES:** Sample of items, **when required**, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become JCPS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
663059727. **AWARD PROCEDURES:** Contract award notice shall be posted on JCPS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
663059728. **ANTI-NEPOTISM:** The Bidder warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Johnston County Public Schools Board of Education or of any principal or central office staff administrator employed by the Owner. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should the Bidder become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, the Bidder shall immediately disclose the family relationship in writing to JCPS. Unless formally waived by JCPS, the existence of a family relationship covered by this Contract is grounds for immediate termination by JCPS without further financial liability to the Bidder.
663059729. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Bidder, JCPS may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. JCPS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to JCPS.
663059730. **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 Bidder to notify in writing JCPS, indicating the specific regulation which required such alterations. JCPS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
663059731. **TAXES:** Any applicable taxes shall be included. G.S. 143-59.1 bars the JCPS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
663059732. **SITUS:** The place of this contract, its situs and forum, shall be Johnston County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
663059733. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
663059734. **INSPECTION AT BIDDER'S SITE:** JCPS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a Bidder prior to contract award, and during the contract term as necessary for JCPS 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.
663059735. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card and it shall be accepted by the Bidder for payment if the Bidder accepts that card (Visa, Mastercard, etc.) or check from other customers.
663059736. **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.

663059737. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

663059738. **PATENT:** The Bidder shall hold and save JCPS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by JCPS or disclosure of any information pursuant to the NC Public Records Act.

663059739. **ASSIGNMENT:** No assignment of the Bidder's obligations nor the Bidder's right to receive payment hereunder shall be permitted.

However, upon written request approved by the purchasing department and solely as a convenience to the Bidder, JCPS may:

- a. Forward the Bidder's payment check directly to any person or entity designated by the Bidder, and
- b. Include any person or entity designated by Bidder as a joint payee on the Bidder's payment check.

In no event shall such approval and action obligate JCPS to anyone other than the Bidder and the Bidder shall remain responsible for fulfillment of all contract obligations.

663059740. **INSURANCE:**

- a. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Workers Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	\$500,000 each accident
	By Disease	\$500,000 policy limit
		\$500,000 each employee

- b. **Public liability and Property Damage Insurance** - The Bidder shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

	Occurrence:
General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

- c. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than \$1,000,000; and \$2,000 medical payments.
- d. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Johnston County Public Schools Board of Education is listed as additional insured on general liability.

The successful bidder agrees to hold harmless and indemnify the JCPS Board of Education for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.

663059741. **GENERAL INDEMNITY:** The Bidder shall hold and save JCPS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Bidder in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Bidder. The Bidder represents and warrants that it shall make no claim of any kind or nature against JCPS agents who are involved in the delivery or processing of Bidder goods to JCPS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

663059742. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.

663059743. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
663059744. **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 Bidder to other customers.
- a. **Notification:** Must be given to JCPS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by a copy of the manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** JCPS 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 JCPS reserving the right to accept or reject the increase, or cancel the contract. Such action by JCPS shall occur not later than 15 days after the receipt by JCPS 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.
663059745. **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.
663059746. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Bidder shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Bidder's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Bidder shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. The Bidder shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Contract shall not satisfy this contractual obligation). In addition, Bidder agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Bidder further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Bidder shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Bidder agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the school system upon request. Bidder specifically acknowledges 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. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Contract. In addition, the school system may conduct additional criminal records checks at Bidder's expense. If the school system exercises this right to conduct additional criminal records checks, Bidder agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Contract. Bidder further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Contract. JCPS reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if JCPS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.
663059747. **ACCESS TO PERSONS AND RECORDS:** JCPS auditors shall have access to any records as a result of this bid or the Contract. JCPS may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.
663059748. **COMPLIANCE WITH E-VERIFY:** Bidder shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Bidder shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Bidder represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (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. Bidder 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.
663059749. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Bidder is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
663059750. **RESTRICTED COMPANIES LIST:** Bidder certifies that as of the date of this Contract, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also

represents that as of the date of this Contract, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

JCPS Purchasing Department Ethics Policy and Standards of Conduct

All purchasing department employees conducting business transactions on the behalf of the Johnston County Public Schools hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

Conflict of Interest:

The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Johnston County Public Schools.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Johnston County Public Schools System. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Johnston County Public Schools facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Johnston County Public Schools.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

Nepotism:

No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Chief Business Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family. , internal auditors, external audit firm (contracted to perform the annual audit), or any persons authorized by the Superintendent or the Finance Officer to receive it.

Gifts to Employees:

School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

JOHNSTON COUNTY PUBLIC SCHOOLS BID PROTEST PROCEDURE

Regulation Code: 6420-R2 Johnston County Public Schools Bid Protest Procedure

Purpose

To ensure fairness and to promote open competition, Johnston County Public Schools shall be consistent in responding to an offeror's protest over contract awards.

Procedure

Any party which is a prospective bidder, offeror, or contractor that may be aggrieved by the award of a contract, must submit a written request for a protest meeting within thirty (30) calendar days after award of contract. Request for Bid, Request for Proposals in accordance with [01 NCAC 05B .1519](#) Protest Procedures.

The protest must be addressed to the Director of Purchasing and must include all the following information:

1. Name, address, telephone number, facsimile number and e-mail of the protester.
2. Signature of the protester or authorized agent.
3. The bid name and number.
4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
5. Any supporting exhibits, evidence, or documents to substantiate any claims.
6. All information establishing that the protester is an interested party for the purpose of filing a protest.
7. The form of relief requested

After careful consideration of all relevant information the Director of Purchasing shall make a written decision within 10 calendar days of receipt of the request or schedule a meeting within 30 calendar days of the contract award.

Any and all costs incurred by a protesting party in connection with a protest shall be the sole responsibility of the protesting party.

**JOHNSTON COUNTY BOARD OF EDUCATION
STANDARD CONTRACT TERMS AND CONDITIONS**

Last Updated: March 31, 2023

1. **Acceptance.** Contractor's acknowledgment of the terms of this Contract or of any applicable Purchase Order, or Contractor's shipment or performance of any part of a Purchase Order, constitutes an agreement to comply with all terms and conditions set forth or referenced (i) in the Vendor Contract for Goods and/or Services, (ii) in the Standard Contract Terms and Conditions herein, (iii) on any attachments thereto, (iv) in any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (v) in any other terms and conditions of a written agreement signed by Contractor and the Johnston County Board of Education ("JCBOE") that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and JCBOE with respect to the purchase by JCBOE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to JCBOE shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice or in any other communication from Contractor to JCBOE shall be deemed accepted by or binding on JCBOE. JCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until JCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by JCBOE are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed in writing by JCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **Prices.** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Contractor agrees to give JCBOE the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to JCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents. Should the Contract Documents include any provision allowing an increase in the contract price due to external conditions, Contractor shall inform JCBOE of such change and JCBOE shall have the right to terminate the Contract if desired.
4. **Price Adjustments (term contracts only).** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Contractor to other customers. a. **Notification.** Must be given to JCBOE in writing concerning any proposed price adjustments. Such notification shall be accompanied by a copy of manufacturer's official notice or other acceptable evidence that

the change is general in nature. b. **Decreases:** JCBOE shall receive full proportionate benefit immediately at any time during the contract period. c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with JCBOE reserving the right to accept or reject the increase, or cancel the Contract. Such action by JCBOE shall occur not later than 15 days after the receipt by JCBOE of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

5. **Invoices.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to JCBOE's accounts payable department with a copy to the JCBOE Project Coordinator.
6. **Freight on Board.** All shipments of Goods are freight on board destination unless otherwise stated in the Contract Documents.
7. **Taxes.** Any applicable taxes shall be invoiced as a separate item.
8. **Payment Terms.** Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
9. **Condition and Packaging.** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
10. **Delays in Shipment.** Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
11. **Risk of Loss.** Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by JCBOE or its nominee.
12. **Rejection.** All Goods and Services shall be received subject to JCBOE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at an appropriate reduction in price. JCBOE may require Contractor to promptly replace or correct any rejected Goods or Services and, if Contractor fails to promptly replace or correct such Goods or Services, JCBOE may contract with a third party to replace such Goods and Services and charge Contractor the additional cost.
13. **Compliance with All Laws.** Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right

of Contractor to proceed may be terminated immediately by written notice if JCBOE determines that Contractor, its agent or another representative has violated any provision of law.

14. **E-Verify Compliance.** Pursuant to N.C. Gen. Stat. § 143-133.3, Contractor represents and warrants that it is aware of and in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees, and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Violation of this section shall be deemed a material breach of this Contract.
15. **Iran Divestment.** As of the date of this Contract, Contractor certifies that it is not identified on a list created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. §147-86.58 as a person engaging in investment activities in Iran. Contractor further certifies that in the performance of this Contract it shall not use any contractor or subcontractor that is identified on such a list.
16. **Divestment from Companies Boycotting Israel.** As of the date of this Contract, Contractor certifies that it is not identified on a list created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81 as a company engaging in a boycott of Israel. Contractor further certifies that in the performance of this Contract it shall not use any contractor or subcontractor that is identified on such a list.
17. **Warranties.** Contractor warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by JCBOE of the Goods and Services and shall run to JCBOE and any user of the Goods or Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, JCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
18. **Indemnification.** Contractor shall indemnify and hold harmless JCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorney's fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless JCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its

employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of JCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless JCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

19. **Insurance**. Unless such insurance requirements are waived or modified by JCBOE or Insurance and Risk Management, Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to JCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/mutual aggregate. Workers' Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for workers' compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to JCBOE and shall contain the provision that JCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
20. **Termination for Convenience**. In addition to all of the other rights which JCBOE may have to cancel this Contract or an applicable Purchase Order, JCBOE shall have the further right, for good cause as determined by JCBOE in good faith, to terminate any work under the Contract Documents or an applicable Purchase Order, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing from JCBOE to Contractor. If the Contract is terminated by JCBOE in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. JCBOE will not be liable to Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.
21. **Termination for Default**. JCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to JCBOE in law or equity, JCBOE may procure upon such terms as JCBOE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall be liable to JCBOE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

22. **Contract Funding.** It is understood and agreed between Contractor and JCBOE that JCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of JCBOE for any payment may arise until funds are made available to JCBOE's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, JCBOE may at its discretion immediately terminate the Contract. JCBOE shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
23. **Accounting Procedures.** Contractor shall comply with any accounting and fiscal management procedures prescribed by JCBOE to apply to the Contract. Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
24. **Improper Payments.** Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to JCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after JCBOE notifies Contractor in writing that a payment has been determined to be improper.
25. **Contract Transfer.** Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of JCBOE.
26. **Contract Personnel.** Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.
27. **Key Personnel.** Contractor shall not substitute for key personnel assigned to the performance of the Contract without prior written approval from JCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor. "JCBOE Project Coordinator" is the individual at JCBOE responsible for administering the Contract.
28. **Contract Modifications.** The Contract may be amended only by written amendment duly executed by both JCBOE and Contractor. However, minor modifications may be made by JCBOE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Contractor's performance; (b) do not increase Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to JCBOE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Contractor, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
29. **Relationship of Parties.** Contractor is an independent contractor and not an employee of JCBOE. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal agent

relationship for any purpose between Contractor and JCBOE. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.

30. **Advertisement.** The Contract will not be used in connection with any advertising by Contractor without prior written approval by JCBOE.
31. **Nondiscrimination.** During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
32. **Conflict of Interest.** Contractor represents and warrants that no member of JCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of the Contract or has any interest in any Contract, subcontract or other agreement related to the Contract. Contractor shall not permit any member of JCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of the Contract or to have any interest in any Contract, subcontract or other agreement related to the Contract, during the term of the Contract. Contractor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal contract of interest law has occurred or will occur. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
33. **Gratuities to JCBOE.** The right of Contractor to proceed may be terminated by written notice if JCBOE determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of JCBOE in violation of policies of JCBOE.
34. **Kickbacks to Contractor.** Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a JCBOE Contract or in connection with a subcontract relating to a JCBOE Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to JCBOE in writing the possible violation.
35. **Monitoring and Evaluation.** Contractor shall cooperate with JCBOE, or with any other person or agency as directed by JCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit JCBOE to evaluate all activities conducted under the Contract. JCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from JCBOE property and from performing services under the Contract following provision of notice to Contractor of the reasons for JCBOE's dissatisfaction with the services of Contractor's employee.
36. **Financial Responsibility.** Contractor represents that it is financially solvent and able to perform under the Contract. If requested by JCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by JCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts

as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then JCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.

37. **Governmental Restrictions.** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the purchasing office at once, indicating the specific regulation which required such alterations. JCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
38. **Inspection at Contractor's Site.** JCBOE reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for JCBOE determination that such equipment/item, plant or other facilities conform with the specifications/ requirements and are adequate and suitable for the proper and effective performance of the Contract.
39. **Confidentiality Information. Student Information.** If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. § 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. **Employee Personnel Information.** If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of JCBOE's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such personnel information. **Other Confidential Information.** (a) Contractor agrees that it will at all times hold in confidence for JCBOE all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by JCBOE to Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection with Contractor's performance hereunder (collectively, "Information"). Contractor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Contractor shall not, without the prior written consent of JCBOE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Contractor hereunder. (b) Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to JCBOE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by JCBOE, be deemed to be confidential or proprietary information and shall be acquired by JCBOE free from any restrictions as part of the consideration of the Contract.

40. **Schematic Designs.** As provided by N.C.G.S. § 115C-105.53(c), schematic designs of school buildings are not considered public records or subject to public inspection, and Contractor shall keep in confidence any such designs in its possession for purposes of this Contract.
41. **Intellectual Property.** Contractor agrees, at its own expense, to indemnify, defend and save JCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that JCBOE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
42. **No Pre-Judgment or Post-Judgment Interest.** In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
43. **Background Checks.** At the request of JCBOE's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor involved in the performance of the Contract shall submit to JCBOE criminal background check and drug testing procedures.
44. **Jessica Lunsford Act.** As required by N.C.G.S. § 115C-332.1, all Contractors, subcontractors, consultants, sub-consultants, and vendors shall conduct prior to the start of service and annually thereafter a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract that involve direct interaction with JCBOE students. For Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Any employee of the contractor, subcontractor, consultant, sub consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Johnston County Public Schools or Johnston County on behalf of Johnston County Public Schools. Failure to comply may result in legal action and termination of the contract for default.
45. **Safety Data Sheets.** Pursuant to the Hazard Communication Standard (29 C.F.R. §1910.1200, et seq.) and incorporated by reference, except as modified by 13 N.C.A.C. 07F .0101, Contractor shall provide all safety data sheets in accordance with federal and state regulations.
46. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, the parties agree first to try in good faith to settle the dispute through negotiation. If the dispute cannot be settled through negotiation, Contractor agrees to offer to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, or administered by another mediator jointly selected by the parties, before resorting to litigation.
47. **Attorney's Fees.** In the event of legal proceedings related to the Contract, JCBOE shall be entitled to recover its costs and reasonable attorney's fees to the maximum extent allowed by law, should JCBOE be the prevailing party.
48. **No Third Party Benefits.** The Contract shall not be considered by Contractor to create any

benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.

49. **Force Majeure.** If, under good-faith efforts, JCBOE is hindered in its ability to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by JCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by natural disaster, riot, war, terrorism, pandemic, inclement weather, labor strikes, material shortages, act of God, or any other cause beyond the reasonable control of JCBOE.
50. **Ownership of Documents.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by JCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Contractor pursuant to the Contract shall, at the request of JCBOE, be turned over to JCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to JCBOE shall not, unless otherwise specifically agreed upon in writing by JCBOE, be deemed to be confidential or proprietary information and shall be acquired by JCBOE free from any restrictions as part of the consideration of the Contract.
51. **Strict Compliance.** JCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
52. **General Provisions.** JCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, JCBOE shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order, or delegate the performance of any of its obligations hereunder, without JCBOE's prior, express written consent.
53. **Contract Situs.** All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Johnston County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.
54. **Federal Tax Number or Social Security Number.** Upon request by JCBOE or its representatives, Contractor shall provide its federal tax identification number or, if Contractor is an individual, his or her Social Security Number.