

**Thomasville City Schools
School Nutrition Department
Thomasville, North Carolina**



**REQUEST FOR PROPOSALS
FOR INTERIOR DESIGN AT SPECIFIED TCS FACILITY
RFP # SLD2022TM**

ISSUE DATE: December 9, 2022
PROPOSAL DUE DATE AND TIME: February 10, 2023 at 11:00AM

December 9, 2022

Dear Service Provider:

Thomasville City Schools School Nutrition Department is requesting proposals from qualified persons or firms interested in the design and decoration of the **Thomasville Middle School** cafeteria. The requirements for submitting a proposal are stated in the attached Request for Proposals #SLD2022TM (the "RFP"). Please review this document carefully.

A pre-proposal meeting for the purpose of reviewing the RFP and visiting the **Thomasville Middle School** cafeteria will be held on **December 20, 2022 at 9:30AM** at **Thomasville Middle School located at 400 Unity Street, Thomasville, NC 27360.**

As outlined in the RFP, proposals are due to Thomasville City Schools, Attn: Tiffany Charles - School Nutrition Department, 400 Turner St., Thomasville, NC 27360, no later than **February 10, 2023 at 11:00AM**. A minimum of one original (clearly designated) and one copy is required. Submit in a sealed opaque envelope plainly marked with the RFP number and service description, as follows:

Request for Proposals
Attn: Tiffany Charles, School Nutrition Department
****Name of the company / individual submitting the proposal****
Interior Design: Thomasville Middle School Cafeteria
RFP # SLD2022TM

RFP questions may be directed to the School Nutrition Director, Tiffany Charles. Please submit any RFP related questions to email address charlest@tcs.k12.nc.us.

Thomasville City Schools reserves the right to reject any or all quotes and to award the contract that is in the best interest of the SFA or school district.

Sincerely,

Tiffany Charles
School Nutrition Director

USDA Non-Discrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- 1. mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
- 2. fax:**
(833) 256-1665 or (202) 690-7442; or
- 3. email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

I have read the terms, conditions of the Request for Proposal and I am submitting for consideration the proposal attached including all accessory information. I have not divulged, discussed or compared the proposal with any other respondent, and have not colluded with any other respondent. I certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that this proposal has been independently arrived at without collusion with any other proposed competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

Company Name: _____ **Authorized Signature:** _____

Address: _____ **Print Signer's Name:** _____

Title: _____

Phone: _____ **Email:** _____

**Interior Design/Materials of Thomasville Middle School Cafeteria
Request for Proposals
Issued December 9, 2022
Proposal Submission Deadline: February 10, 2023 at 11:00AM**

INTRODUCTION

Thomasville City School District invites qualified firms to submit proposals for Interior Design/Materials for a specified **Thomasville Middle School** cafeteria. Proposals should depict a transformation of the cafeteria into an attractive, modern day eatery.

SUBMISSION DEADLINE

Respondents shall submit a minimum of one original (clearly designated) and one copy of their response to this RFP by no later than **February 10, 2023 at 11:00AM**. Submissions should be clearly marked "RFP Response: **Thomasville Middle School** Cafeteria" and delivered to:

THOMASVILLE CITY SCHOOLS
Attn: Tiffany Charles - School Nutrition Department
400 Turner Street
Thomasville, NC 27360

PURPOSE AND SCOPE

Thomasville City Schools (hereinafter referred to as "school district") is seeking proposals from firms qualified and experienced in providing interior design/materials for public facilities or school cafeterias. Students have demonstrated that learning is enhanced after completion of a healthy meal; therefore, the School Nutrition Department is dedicated to providing all students a nutritious and complete meal in a comfortable and appealing environment.

The successful bidder shall perform the following phases:

1. Site Visit and Information Gathering
2. Preliminary Design
3. Revisions to Preliminary Design
4. Final Design and Plan Production
5. Production, Delivery and Installation Services and
6. Project Management

Scope

1. The selected bidder will provide interior design services.
2. The selected bidder will create a design that reinforces wellness including "fresh" and healthy food choices and physical activity. The design should also reflect school pride that is age appropriate.
3. The selected bidder will reorganize existing spaces and make updates to better reflect current and emerging customer expectations and operating models.
4. If the design includes some type of menu board, the board may reflect school pride and must be able to be changed daily and easily by the cafeteria staff.
5. The selected bidder will most likely include the floor, wall, ceiling finishes, lighting and the server layout in their recommendations. Other items that could be included in this design solution are tack-boards, plants, artwork, graphics and digital and non-digital signage.
6. Proposals shall be submitted in the following format: Design proposals should be complete and meet the above mentioned criteria and shall not exceed **\$250,000.00**. A second supplementary design shall be submitted that may include enhancements that cannot fit within the first budgetary requirement and shall not exceed **\$50,000.00**. A third supplementary design may include furniture or equipment. Furniture and equipment that cannot fit the first or second supplementary design requirement shall not exceed **\$75,000.00**.

Phase I - Site Visit and Information Gathering

The bidder will gather and complete field dimensions, interview various staff, photograph site and secure any architectural plans.

Phase II - Preliminary Design

The bidder will prepare and present the following:

- a. Overall project plan
- b. Material specifications and finish board; samples of actual material
- c. Line drawings of sections and details (may use actual photographs to depict images or color changes)
- d. Art and graphics package illustrating décor, signage and any other custom elements
- e. **Pricing list for all design elements**

Phase III - Revisions to Preliminary Design

During this phase, the selected bidder will make minor modifications to the preliminary design. Revisions made beyond the scope of services that would require additional cost will be

submitted in writing to the successful bidder and approved by the School Nutrition Director prior to work being initiated.

Phase IV - Final Design and Plan Production

The selected bidder will coordinate all final documents, drawings and bid details.

Phase V - Delivery and Installation

The selected bidder will deliver all materials and provide complete installation services as required to complete the project.

Phase VI – Project Management and Payment for Services Rendered

Project management should include a detailed timeline as needed for successful completion of the project. Payment to the successful bidder will be made within 30 days of the completion of the installation.

OBJECTIVE

To transform the cafeteria serving area into an attractive dining area with positive messages incorporating wellness and healthy eating. The School Nutrition Department wishes to provide a comfortable atmosphere where students can enjoy eating in a pleasant dining area of which they can be proud. School colors and mascot should be included and décor should be age appropriate for **middle school students**.

TARGET AUDIENCE

School staff and **middle school aged children (grades 6-8)**.

PROPOSAL FORMAT

Prefacing the proposal, the offer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- a. Full name and address of the contractor submitting the proposal and a brief summary of the contractor's corporate experience and individual experience for personnel who will provide the product or service.

- b. A list of at least three (3) references from current customers. Each reference must contain the reference's name, address, and telephone number for point of contact.
- c. Executed copies of certifications included at the end of this RFP. Forms are attached.

Attachment A **Evidence of Insurance

Attachment B **Vendor Data Sheet

Attachment C **Reference Data Sheet

Attachment D **NC Lunsford Act

Attachment E **HUB Certification (32.7)

Attachment F **Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying

Attachment G **Certification Regarding Debarment, Suspension and Other

SCHEDULE OF EVENTS

<u>DATE</u>	<u>EVENT</u>
December 9, 2022	RFP emailed to contractors
December 20, 2022	Site visits completed
February 10, 2023	Due date for preliminary design proposals (Due at 11:00AM)
February 10-23, 2023	Evaluation of proposals
February 24, 2023	Contractor to be awarded the project
March 7, 2023	TCS Board of Education - Contractor Approval (BOE Meeting)
March 20, 2023	Final designs and production to begin (M-F)
August 1, 2023	All production, delivery, and installation completed

CLARIFICATIONS

Any questions concerning this RFP must be submitted via email to charlest@tcs.k12.nc.us no later than **11:00 AM on January 24, 2023**. Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point of the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event it becomes necessary to provide additional clarifying data or information, all parties invited to quote will be notified by email. Each proposal shall stipulate that it is predicated upon the terms, conditions and any posted addendums.

PREPARING AND SUBMITTING A PROPOSAL

General Instructions:

The evaluation and selection of a contractor(s) will be based upon the vendor's proposal, products, and references. Failure to respond to each of the requirements in the RFP may be the basis for rejecting the proposal. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired.

Proprietary Information:

Informal quotes received under N.C. G.S. 143-131 are confidential, and not subject to public inspection until the purchase order is awarded.

Incurring Costs:

The School Nutrition Department is not liable for any cost incurred by proposers in replying to this RFP.

Right to Reject Proposals and Negotiate Contract Terms

The Thomasville City Schools Board of Education reserves the right to reject any and all proposals and to waive minor irregularities and technicalities. The judgment of the Thomasville City Schools Board of Education on such matters shall be final! Thomasville City Schools Board of Education further retains the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the District may negotiate a contract with the next highest scoring proposer.

SELECTION PROCESS

Award will be made to the firm submitting the best response proposal satisfying the areas of experience, financial stability, cost, and service capabilities based on the following criteria:

- 15 Points - Experience (Documented experience in the educational grades 6-8 environment)
- 30 Points - Financial Proposal (Fees for providing product or service)

- 55 Points - Design (The ability to utilize age-appropriate graphics, use of color, and creativity in achieving the main objective)

Bidders are required to submit a presentation book to specify the design plan. One electronic copy of the presentation book must also be included on a flash drive. Contractors may also send actual samples of the materials that they plan to use.

CONTRACT AWARD

As provided by Statute, the award will be based on the lowest and best bid(s) most advantageous to the Thomasville City Schools Board of Education. It is not the policy of Thomasville City Schools to purchase on the basis of low bid price alone. All bid items are subject to evaluation and approval by Thomasville City Schools. In evaluating the bids received and determining the best overall value Thomasville City Schools may consider any combination of the following criteria:

1. Prices offered
2. References provided for proposed service
3. General reputation and performance capabilities of bidder

Award and Final Offers

If awarded, the intent of Thomasville City Schools is to award to the lowest most responsive and responsible proposer that meets the award requirements. The right is reserved by Thomasville City Schools to reject any or all proposals.

Notification of Intent to Award:

As a courtesy, the District may send a notification of award memo to responding vendors at the time of the award.

Regulatory Compliance

- (1) The offeror and SFA mutually agree to comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the Clean Air Act (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 117389 and Environmental Protection Agency regulations (40 CFR Part 15). Any violations thereof shall be reported to the Administrator for Enforcement or other appropriate authority. Each party shall not be responsible to the other for acts beyond its control or acts caused by the negligence of the other party.
- (2) The offeror agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94 – 163).
- (3) The offeror shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
- (4) The offeror shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in School Nutrition Programs".

- (5) The offeror shall comply with the “Buy American” provision for Contracts that involve the purchase of food and/or beverages as per 7 CFR Part 250.
- (6) The offeror shall comply with the provisions of the Consumer Product Safety Act.
- (7) The offeror shall complete and sign the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion* form; and *Disclosure Form to Report Lobbying* and shall include these documents as part of the Agreement. (See Attachments)
- (8) The offeror shall abide by all applicable State and Federal laws and policies of the State Board of Education when providing services under this Contract.

Assurance of Non-Collusion

By signing this proposal, the offeror assures that, to the best of his/her knowledge:

- (1) Neither the offeror nor any business entity represented by the offeror has received compensation for participation in the preparation of the items specifications or the Standard Terms and Conditions related to this RFP,
- (2) This proposal has been arrived at independently and is submitted without collusion with any other offeror, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any offeror an unfair advantage over any other offeror with respect to this RFP.
- (3) The offeror has not accepted, offered, conferred or agreed to confer, and will not in the future accept, offer confer, or agree to confer any benefit or anything of value to any person or entity related to the SFA or any of its members in connection with any information or submission related to this bid, any recommendations, decision, vote or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or served related to this proposal,
- (4) Neither the offeror, nor any business entity represented by the bidder, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of the state of North Carolina with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to another offeror, competitor, or potential competitor prior to the opening of proposals.
- (5) No attempt has been or will be made to induce any other person or entity to submit or to not submit a proposal.

Assurances Regarding Legal and Ethical Matters

By signing this proposal, the offeror assures that:

- (1) he/she has read and understands all the Standard Terms and Conditions in this document and agrees to be bound by them, and is authorized to submit proposals on behalf of the offering entity,
- (2) the offeror has noted any and all relationships that might be conflicts of interest and included such information with his/her proposal response,
- (3) the proposal submitted conforms with all item specification, these Standard Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP,
- (4) if this proposal is accepted, in whole or in part, the offering entity will furnish any item(s) awarded to them under this RFP to the SFA at the proposed price and in accordance with the item specifications and the terms and conditions contained in this RFP,
- (5) the offering entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal,
- (6) the offering entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to propose or receive any award or contract related to this proposal, and the offeror will comply with any reasonable request from the SFA to supply any information sufficient to substantiate the proposing entity’s ability to meet these minimum standards,
- (7) concerning paragraph (6) above, the offering entity has identified and disclosed in this written proposal any and all known suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the offeror’s failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this proposal any such matters which do exist is a material breach of contract which would void the submitted

- proposal or any resulting contracts, and subject the offeror to removal from all procurement lists and possible criminal prosecution
- (8) the offering entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals or licensed necessary for lawful performance of its obligations under this contract,
 - (9) the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products offered in the proposal are and will remain the same or better than those offered to the vendor's most favored customer under equivalent circumstances,
 - (10) the offering entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend and hold the SFA and it's members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under the contract.
 - (11) the offering entity will maintain, at the offering entity's expense, any insurance necessary to protect the SFA and its members from all claims for bodily injury, death, or property damage that might arise from the performance by the offering entity or the offering entity's employees or its agents or any service required of the offering entity under this contract; however, the existence of such insurance will not relieve the offering entity of full responsibility and liability for damages, injury, death or loss as described or as otherwise provided for by law,
 - (12) neither the SFA nor any of its members shall be liable to the offering entity for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that the SFA declares the offering entity in default,
 - (13) he/she understands that by signing the proposal with any false statement is a material breach of the contract which will void the submitted proposal or any resulting contract(s), and subject the Offeror to removal from all procurement lists, and possible criminal prosecution,
 - (14) Offerors must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statutes, Chapter 14-234.

Protest Procedure

Protests of awards exceeding \$10,000 in value must be submitted to the issuing Agency at the address given on page 2 of this document. Protests must be received in this office within 15 calendar days from the date of the contract award and provide specific written supporting documentation for the protest.

PURCHASE ORDER NOTIFICATION

Awarded vendor will be notified of the Purchase Order from the Thomasville City Schools - School Nutrition Department via email.

Thomasville City Schools has the right to cancel the contract if the contractor fails to perform. The cancellation will provide 45 days' notice during which time both parties will continue to uphold the terms of the contract.

Thomasville City Schools has the right to cancel the contract without cause if deemed in the best interest of the District. The cancellation will provide 90 days' notice during which time both parties will continue to uphold the terms of the contract.

BILLING AND ACCOUNTING

- Invoices should be sent directly to:

**Thomasville City Schools
Attn: Tiffany Charles - School Nutrition Department
400 Turner Street
Thomasville, NC 27360**

VENDOR RESPONSIBILITIES

Organization Capabilities:

Provide a brief history of the company and the present organizational structure of the firm describing the management organization and this project's coordination structure.

Staff Qualifications

Provide a brief introduction for each of the key staff or team members who would be assigned to the project. Please include their years of experience with your company. Indicate who will be the company's primary contacts. **Attachment B**

Proposer References

Proposers must include in their RFPs a list of three organizations, including points of contact (name, address, fax number, e-mail address and telephone number), which can be used as references for work performed in the area of service required. The organizations should be similar in size and nature to the Thomasville City Schools School Nutrition Department. A brief description of the services provided shall accompany each reference. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be used in scoring the written proposals. **Attachment C**

Methodology

The vendor shall describe in detail the methodology and procedures that will be used to meet the requirements of the RFP. This should include planning, coordination, problem solving, and technical assistance support.

ADDITIONAL AREAS OF REGULATORY COMPLIANCE

- The vendor shall comply with all rules and regulations related with equal employment opportunities, Affirmative Action Programs and the American Disabilities Act.
- The vendor must pay all federal, state, and FICA maintain appropriate insurance coverage including Workmen's Compensation.
- The Vendor's personnel are to present a professional appearance at all times while on school property. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any of the School District facilities.
- The Vendor's personnel are forbidden to consume alcohol, use tobacco, or possess firearms on school property at any time.
- The employment of unauthorized aliens by the Vendor is considered a violation of Section 247A (e) of the Immigration Reform and Control Act of 1986. If the Vendor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the Contract.
- Vendor shall comply with all Terms and Conditions of TCS Board of Education as identified in **Attachment A** and shall provide a Certificate of Insurance as proof of compliance with insurance requirements.
- **LUNSFORD ACT.** The Vendor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense. **Attachment D.**
- The Vendor awarded the Contract must comply with the State of North Carolina Conflict of Interest requirement as defined in General Statute Chapter 14-234.
- **N.C. Law Clause:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of North Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the successful bidder agrees to subject him/herself to

the jurisdiction and process of the courts of the State of North Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

- **Hold Harmless:** The contractor shall hold the district harmless from any and all damages and claims that may arise by reason of any negligence on the part of the contractor, his agents or employees in the performance of the contract.
- **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms, and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it must be the responsibility of the interested vendor to notify the School Nutrition director for the school district in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.
- **Non-Collusive Clause:** By signing this document, the contractor certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same items, and is in all respects fair and without collusion or fraud. The contractor certifies that collusive bidding is a violation of federal law and can result in fines, prison sentences and civil damage awards.
- **Retention of Records:** The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The district, its authorized agents and/or federal/state representatives shall have full access to, and the right to examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
- **Drug Free Workplace Act:** The contractor must comply with all terms and conditions of the Drug Free Workplace Act, S.C. CODE ANN. 44-107-10 et seq. (1976, as amended), if this contract is for a stated or estimated value of \$50,000 or more.
- Bids that have been certified by the North Carolina Department of Administration as **Historically Underutilized Business (HUB)** Entities are required to indicate their HUB status when responding to the RFP. The Vendor shall submit evidence of HUB Certification in **Attachment E**.
- Submission of **Certification of Contracts, Grants, Loans, Cooperative Agreements** and Lobbying is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any Vendor who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Certification should be provided in **Attachment F**.
- The Vendor is required to complete, sign and attach the **Debarment and Suspension Certification Form** after accessing North Carolina Department of Administration website and checking the debarment section at <http://www.doa.state.nc.us/PandC/actions.asp> . The signed form should be included as **Attachment G**.

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

ATTACHMENT A

EVIDENCE OF INSURANCE (2.8)

Attach a copy and/or evidence of the required property, liability and worker's compensation insurance.

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

**ATTACHMENT B
VENDOR DATA SHEET**

1. Proposing Company Name: _____

Telephone: _____ Toll Free Telephone: _____

Fax: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Federal Employee Identification Number (FEIN):

Email Address: _____

2. Vendor contact person in the event there are questions regarding the proposal.

Name: _____ Title: _____

Telephone: _____ Toll Free

Telephone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

3. Vendor contact person (*include the mailing address*) designated to receive the SFA's or the school district's purchase orders, contracts, billing information, and/or any other contact information.

Name: _____ Title: _____

Telephone: _____ Toll Free

Telephone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

**ATTACHMENT C
REFERENCE DATA SHEET**

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document. If a vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name: _____

Address: _____

Email: _____

Telephone: _____ **Contact Person:** _____

Fax: _____

Product (s) and/or Service (s) Used: _____

Dollar Volume: \$ _____

Description of Project: _____

Number of Project Sites: _____

Company Name: _____

Address: _____

Email: _____

Telephone: _____ **Contact Person:** _____

Fax: _____

Product (s) and/or Service (s) Used: _____

Dollar Volume: \$ _____

Description of Project: _____

Number of Project Sites: _____

Company Name: _____

Address: _____

Email: _____

Telephone: _____ **Contact Person:** _____

Fax: _____

Product (s) and/or Service (s) Used: _____

Dollar Volume: \$ _____

Description of Project: _____

Number of Project Sites: _____

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

ATTACHMENT D

NC LUNSFORD ACT N.C. General Statute 14-208.18

The Contractor acknowledges that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. This prohibition applies to persons required to register under Article 27A who have committed any offense in Article 7A of Chapter 14 or any offense where the victim of the offense was under the age of 16 years at the time of the offense.

CRIMINAL BACKGROUND CHECKS: The Contractor shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on Thomasville City Schools District property. The Contractor shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Contractor shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. Thomasville City Schools reserves the right to prohibit any individual employee of Contractor from providing services on School District property or at any School District events if the School District(s) determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

By signing this form the Vendor agrees they conduct criminal background checks and do not hire a person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Also that the manufacturer conducts an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for persons employed by the company.

Company Name (Print)

Authorized Signature

Date

Printed Name

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

ATTACHMENT E

**HUB Certification (32.7)
Historically Underutilized Business (HUB) Certification**

Companies submitting Bids that have been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB). Entities are encouraged to indicate their HUB status when responding to this IFB.

Yes, I certify that my company has been certified by the North Carolina Department of Administration as Historically Underutilized Business (HUB), and I have attached a copy of our HUB certification to this form. **(Required documentation for recognition as a HUB).**

Check all that apply:

____ **Minority**

____ **Small Business**

____ **Women Owned**

Company Name (Print)

Signature of Authorized Representative

No, My Company has NOT been certified by North Carolina as a Historically Underutilized Business (HUB).

Company Name (Print)

Signature of Authorized Representative

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

ATTACHMENT F

Certification of Contracts, Grants, Loans, Cooperative Agreements and Lobbying (32.8)

The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

Company Name (Print)

Authorized Signature

Date

RETURN THIS DOCUMENT IN A SEALED PROPOSAL PACKET

ATTACHMENT G

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

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- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.

 - 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Company Name (Please Print)

Signature of Authorized Representative

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in this document in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or

agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (2/89)

STANDARD TERMS AND CONDITIONS

1. **Acceptance.** Seller's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) on any attachments hereto, (iii) any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Seller's response thereto) that deal with the same subject matter as this Contract, and (iv) any other terms and conditions of a written agreement signed by Seller and the TCS BOARD OF EDUCATION 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 Seller and TCS BOARD OF EDUCATION with respect to the purchase by TCS BOARD OF EDUCATION 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 TCS BOARD OF EDUCATION shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Seller's quotation, acknowledgment, invoice or in any other communication from Seller to TCS BOARD OF EDUCATION shall be deemed accepted by or binding on TCS BOARD OF EDUCATION. TCS BOARD OF EDUCATION 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 TCS BOARD OF EDUCATION's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by TCS BOARD OF EDUCATION are subject to correction.
2. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed in writing by TCS BOARD OF EDUCATION. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. **Prices.** If Seller'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, Seller agrees to give TCS BOARD OF EDUCATION the benefit of such lower price on any such Goods or Services. In no event shall Seller's price be higher than the price last quoted or last charged to TCS BOARD OF EDUCATION unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
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 Seller to other customers.
 - a. **Notification:** Must be given to TCS BOARD OF EDUCATION 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:** TCS BOARD OF EDUCATION 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 TCS BOARD OF EDUCATION reserving the right to accept or reject the increase, or cancel the Contract. Such action by TCS BOARD OF EDUCATION shall occur not later than 15 days after the receipt by TCS BOARD OF EDUCATION 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 TCS BOARD OF EDUCATION's accounts payable department with a copy to the TCS BOARD OF EDUCATION 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 Seller's reasonable control and without Seller's fault or negligence.
11. **Risk of Loss.** Seller 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 TCS BOARD OF EDUCATION or its nominee.
12. **Rejection.** All Goods and Services shall be received subject to TCS BOARD OF EDUCATION'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 Seller's expense or may be accepted at an appropriate reduction in price. TCS BOARD OF EDUCATION may require Seller to promptly replace or correct any rejected Goods or Services and, if Seller fails to promptly replace or correct such Goods or Services, TCS BOARD OF EDUCATION may contract with a third party to replace such Goods and Services and charge Seller the additional cost.
13. **Compliance with All Laws.** Seller warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
14. **Warranties.** Seller 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 TCS BOARD OF EDUCATION of the Goods and Services and shall run to TCS BOARD OF EDUCATION and any user of the Goods or Services. This express warranty is in addition to Seller'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, TCS BOARD OF EDUCATION 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.
15. **Indemnification.** Seller shall indemnify and hold harmless TCS BOARD OF EDUCATION, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Seller's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Seller'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, Seller shall indemnify and save harmless TCS BOARD OF EDUCATION, 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 Seller, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of TCS BOARD OF EDUCATION in the performance of the Contract Documents, Seller agrees that it will indemnify and hold harmless TCS BOARD OF EDUCATION, 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.
16. **Insurance.** Unless such insurance requirements are waived or modified by TCS BOARD OF EDUCATION or the Davidson County Department of Insurance and Risk Management ("DIRM"), Seller 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

TCS BOARD OF EDUCATION and authorized to do business in the State of North Carolina:

Automobile - Seller 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 - Seller shall maintain commercial general liability insurance that shall protect Seller 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/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Seller, Seller shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Seller 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 Seller to TCS BOARD OF EDUCATION and shall contain the provision that TCS BOARD OF EDUCATION be given 30 days' written notice of any intent to amend or terminate by either Seller 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. TCS Board of Education must be typed out in full and shall be identified as an additional insured and certificate holder.

17. **Termination for Convenience.** TCS BOARD OF EDUCATION shall have the right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time at its complete discretion by providing 10 days' notice in writing from TCS BOARD OF EDUCATION to Seller. If the Contract is terminated by TCS BOARD OF EDUCATION in accordance with this paragraph, Seller 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. TCS BOARD OF EDUCATION will not be liable to Seller 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.
18. **Termination for Default.** TCS BOARD OF EDUCATION may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Seller. In addition to any other remedies available to TCS BOARD OF EDUCATION law or equity, TCS BOARD OF EDUCATION may procure upon such terms as TCS BOARD OF EDUCATION shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Seller shall be liable to TCS BOARD OF EDUCATION for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
19. **Contract Funding.** It is understood and agreed between Seller and TCS BOARD OF EDUCATION that TCS BOARD OF EDUCATION'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 TCS BOARD OF EDUCATION for any payment may arise until funds are made available to TCS BOARD OF EDUCATION's Finance Officer and until Seller receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. TCS BOARD OF EDUCATION shall not be liable to Seller for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
20. **Accounting Procedures.** Seller shall comply with any accounting and fiscal management procedures prescribed by TCS BOARD OF EDUCATION to apply to the Contract. Seller shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
21. **Improper Payments.** Seller shall assume all risks attendant to any improper expenditure of funds under the Contract. Seller shall refund to TCS BOARD OF EDUCATION 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. Seller shall make such refunds within 30 days after TCS BOARD OF EDUCATION notifies Seller in writing that a payment has been determined to be improper.
22. **Contract Transfer.** Seller shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of TCS BOARD OF EDUCATION.

23. **Contract Personnel.** Seller agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.
24. **Key Personnel.** Seller shall not substitute for key personnel assigned to the performance of the Contract without prior written approval from TCS BOARD OF EDUCATION Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in the Contract Documents or in written communication from Seller. "TCS BOARD OF EDUCATION Project Coordinator" is the individual at TCS BOARD OF EDUCATION responsible for administering the Contract.
25. **Contract Modifications.** The Contract may be amended only by written amendment duly executed by both TCS BOARD OF EDUCATION and Seller. However, minor modifications may be made by TCS BOARD OF EDUCATION Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Seller's performance; (b) do not increase Seller's total compensation or method of payment; and (c) either improve the overall quality of the product or service to TCS BOARD OF EDUCATION 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 Seller, 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.
26. **Relationship of Parties.** Seller is an independent contractor and not an employee of TCS BOARD OF EDUCATION. The conduct and control of the work will lie solely with Seller. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Seller and TCS BOARD OF EDUCATION. Employees of Seller shall remain subject to the exclusive control and supervision of Seller, which is solely responsible for their compensation.
27. **Advertisement.** The Contract will not be used in connection with any advertising by Seller without prior written approval by TCS BOARD OF EDUCATION.
28. **Nondiscrimination.** During the performance of the Contract, Seller 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.
29. **Conflict of Interest.** Seller represents and warrants that no member of TCS BOARD OF EDUCATION 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. Seller shall not permit any member of TCS BOARD OF EDUCATION 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. Seller shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
30. **Gratuities to TCS BOARD OF EDUCATION.** The right of Seller to proceed may be terminated by written notice if TCS BOARD OF EDUCATION determines that Seller, its agent or another representative offered or gave a gratuity to an official or employee of TCS BOARD OF EDUCATION in violation of policies of TCS BOARD OF EDUCATION.
31. **Kickbacks to Seller.** Seller 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 TCS BOARD OF EDUCATION Contract or in connection with a subcontract relating to a TCS BOARD OF EDUCATION Contract. When Seller has grounds to believe that a violation of this clause may have occurred, Seller shall promptly report to TCS BOARD OF EDUCATION in writing the possible violation.
32. **Monitoring and Evaluation.** Seller shall cooperate with TCS BOARD OF EDUCATION, or with any other person or agency as directed by TCS BOARD OF EDUCATION, in monitoring, inspecting, auditing or investigating activities related to the Contract. Seller shall permit TCS BOARD OF EDUCATION to evaluate all activities conducted under the Contract. TCS BOARD OF EDUCATION has the right at its sole discretion to require that Seller remove any employee of Seller from TCS BOARD OF EDUCATION property and from performing services under the Contract following

provision of notice to Seller of the reasons for TCS BOARD OF EDUCATION's dissatisfaction with the services of Seller's employee.

33. **Financial Responsibility.** Seller is financially solvent and able to perform under the Contract. If requested by TCS BOARD OF EDUCATION, Seller agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by TCS BOARD OF EDUCATION's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then TCS BOARD OF EDUCATION shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
34. **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 Seller to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. TCS BOARD OF EDUCATION reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
35. **Inspection at Seller's Site.** TCS BOARD OF EDUCATION 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 TCS BOARD OF EDUCATION 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.
36. **Confidentiality Information. Student Information.** If, during the course of Seller's performance of the Contract, Seller should obtain any information pertaining to the students' official records, Seller 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 Seller's performance of the Contract, Seller should obtain any information pertaining to employees of TCS BOARD OF EDUCATION's personnel records, Seller 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) Seller agrees that it will at all times hold in confidence for TCS BOARD OF EDUCATION 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 TCS BOARD OF EDUCATION to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller 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. Seller shall not, without the prior written consent of TCS BOARD OF EDUCATION, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Seller hereunder. (b) Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to TCS BOARD OF EDUCATION in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by TCS BOARD OF EDUCATION, be deemed to be confidential or proprietary information and shall be acquired by TCS BOARD OF EDUCATION free from any restrictions as part of the consideration of the Contract.
37. **Intellectual Property.** Seller agrees, at its own expense, to indemnify, defend and save TCS BOARD OF EDUCATION harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that TCS BOARD OF EDUCATION's use, possession

or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

38. **No Pre-Judgment or Post-Judgment Interest.** In the event of any action by Seller for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Seller specifically waives any claim for interest.
39. **Background Checks.** At the request of TCS BOARD OF EDUCATION's Project Coordinator, Seller (if an individual) or any individual employees of Seller shall submit to TCS BOARD OF EDUCATION criminal background check and drug testing procedures.
40. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
41. **No Third Party Benefits.** The Contract shall not be considered by Seller to create any benefits on behalf of any third party. Seller 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.
42. **Force Majeure.** If TCS BOARD OF EDUCATION is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by TCS BOARD OF EDUCATION or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism. Inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of TCS BOARD OF EDUCATION.
43. **Ownership of Documents.** All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by TCS BOARD OF EDUCATION. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Seller pursuant to the Contract shall, at the request of TCS BOARD OF EDUCATION, be turned over to TCS BOARD OF EDUCATION. Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to TCS BOARD OF EDUCATION shall not, unless otherwise specifically agreed upon in writing by TCS BOARD OF EDUCATION, be deemed to be confidential or proprietary information and shall be acquired by TCS BOARD OF EDUCATION free from any restrictions as part of the consideration of the Contract.
44. **Strict Compliance.** TCS BOARD OF EDUCATION 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.
45. **General Provisions.** TCS BOARD OF EDUCATION'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 Seller hereunder, TCS BOARD OF EDUCATION shall be entitled to recover costs and reasonable attorney's fees. Seller may not assign, pledge, or in any manner encumber Seller's rights under this Contract, or delegate the performance of any of its obligations hereunder, without TCS BOARD OF EDUCATION's prior, express written consent.
46. **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 Davidson County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.