



Request for Proposal

Chapel Hill-Carrboro City Schools

Operations and Facilities

District Wide ADA Door

Systems Repair/Replacement

Proposal Due Date:

February 15, 2024

@2:00pm

Extended to April 17, 2024

@2:00pm

IMPORTANT NOTICE TO ALL BIDDERS / PROPOSERS: Chapel Hill-Carrboro City School reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable, in the written proposals, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all proposals, without a penalty, and take any steps necessary to act in CHCCS's best interest. Bids / proposals will not be considered for award if received by Chapel Hill-Carrboro City School after the official closing date and time.

Request for Quotation Overview

This Request for Proposal (RFP) documents Chapel Hill-Carrboro City Schools (CHCCS) requirements for district wide ADA door systems repairs/new installations.

This RFP is intended to allow Chapel Hill-Carrboro City Schools a basis for evaluating and selecting the quote best suited to the District's needs. The acceptance of a quote does not obligate Chapel Hill-Carrboro City Schools to any bidder who submits a proposal. Chapel Hill-Carrboro City Schools reserves the right to reject any or all proposals and to make a decision in the best interest of the district. CHCCS reserves the right to choose any quote, even if the bid is not the lowest. All costs for quote preparation are the responsibility of the vendor. After receipt of the quote, and prior to signing the contract, Chapel Hill-Carrboro City Schools reserves the right to modify the services to be received by adding or deleting services.

The winning bid will be based on its merit consisting of cost, bidder's reputation, references, and the ability to meet the District's time schedule, service after-the-fact and the best all-around interest to the Chapel Hill-Carrboro City Schools.

Chapel Hill-Carrboro City Schools is looking for a quote for district wide ADA doors systems repairs/new installations. Any vendor's solution to this RFP must meet or exceed Chapel Hill-Carrboro City Schools requirements.

Service Contract To Be Signed After Bid Award

Provider agrees to execute the service contract (Attachment B) below after the bid is awarded.

Customer Contacts and Requirements

All questions about the RFP or Chapel Hill-Carrboro City Schools requirements must be submitted in writing via email to:

Contact Name: David Contreras, Executive Director of Capital and Facilities

Email Address: dpcontreras@chccs.k12.nc.us

Questions must be submitted in writing via email to David Contreras and answers will be submitted in writing via email from David Contreras. **The last day to submit questions is February 8, 2024.** Only questions answered in writing will be considered binding.

Quote Filing Date

All quotes must be received no later than 2:00 PM on February 15, 2024. Quotes after this time will not be accepted. We are not responsible for late or misdirected mail. Quotes must be received in a sealed envelope. These envelopes should be received in the facilities at 750 S. Merritt Mill Rd. Chapel Hill, NC 27516 no later than the above designated time and date.

Vendors are responsible for following up upon sending the quote to ensure that it is received.

Proposals must be submitted to: David Contreras: Executive Director of Capital and Facilities or Felicia Glenn Executive Secretary: Capital, Facilities and Maintenance

In order to confirm participation in the process, vendors should confirm receipt of their proposals to David Contreras by email: dpcontreras@chccs.k12.nc.us and/or by phone 951-966-2511 or Felicia Glenn by email: fglenn@chccs.k12.nc.us and/or by phone 919-967-8211 ext. 28239.

Section 1

Scope of Work

This project will consist of ADA door systems repairs and new installations per attached Exhibit B. Contractors will coordinate a schedule(s) with CHCCS Operations that will include times and dates. **The district will accept quotes for the ADA door systems repairs and new installations. The district will evaluate quotes on an individual basis.**

The specifications of work include:

ADA door systems repairs and new installations per attached Exhibit B. Site walks/visits can be scheduled by contacting David Contreras: Executive Director of Capital and Facilities by email and or phone.

- All new installations which require electrical work. Pricing shall include electrical work and be completed by a licensed electrical contractor whether it's the bid awarded contractor or subcontractor.
- All materials, labor and applicable taxes shall be included in the pricing/proposal.
- Any removed equipment will be discarded by the bid awarded contractor.

Attachment A: Locations and door numbers highlighted in green

Attachment B: Contract to be signed by bid awarded contractor

Term

The term for this agreement is through the completion of the work no later than June 1st, 2024.

Section 2

Experience, Background and three (3) references

Include in your submission a brief overview of your company history and 3 references.

Section 3

Litigation and Claims History

Include in your submission any ongoing litigation or claims including historical information for the past 5 years

Section 4 Submission

For a submission to be considered, it must be complete and include the following:

1. Signed "Signature Page"
2. Completed Financial Worksheet, showing itemized costs for removal, purchase and installation.
3. Information from Sections 2 and 3 above: experience, background, references and litigation/claims history.

Obligations of Provider

Provider hereby agrees to provide services to the School System as follows:

ADA door repairs and new installations per Attachment A.

Qualifications of Provider

Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.

Insurance

Provider agrees to maintain Commercial General Liability in the amount of \$1,000,000 each occurrence of, Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain \$1,000,000 in liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The CHCCS Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies.

Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish

insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

Lunsford Act

Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27 A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. 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 Provider'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://v.ww.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) 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. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider 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. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider 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. Provider 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. Provider 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 deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. Provider 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. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System 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, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

Criminal Background Checks

Provider shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Contract on School System property or at School System events. The criminal background checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. Provider shall provide the results of said checks to School System within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the Contract if said worker has been convicted of or pled no contest to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of School System's students, personnel, or property. In addition, Provider shall obtain all authorizations necessary for School System to conduct additional criminal record and background checks at its sole expense at any time during the term of this Contract. If School System chooses to exercise this right, Provider shall, within five (5) business days of School System's request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the Contract, along with any other information reasonably requested by School System for purposes of performing criminal record and background checks. Without modifying or waiving any of Provider's obligations under this provision, School System reserves the right to prohibit any Contractual Personnel from providing services under this Contract if the School System determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.

Anti-Nepotism

Provider 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 CHCCS Board of Education or of any principal or central office staff administrator employed by the School System. 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 Provider 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, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.

Signature Page

Name of Owner or Authorized
Representative of the company submitting and signing quote.

Signature of Owner or Authorized
Representative of company submitting
quote.

Date

Total Base Quote Amount: \$ _____

Attachment A

CHHS	C107	New Installation	Contractor	Install a new ADA system at the exit at the stairs directly across from the classroom in the main hallway
Phillips Middle	113	Not Working	Contractor	Use main entrance to exit. It has a nonworking ADA system so it needs to be repaired/replaced due to being the oldstyle according to Anthony. 60' to main entrance and 50' to side entrance.
Rashkis Elementary	105	New Installation	Contractor	Closes exit is in the main hallway next to room 429. The door will need to have a new installation of ADA system.
Rashkis Elementary	309	New Installation	Contractor	Installation of a new ADA System on the exit at the end of the hallway next to room 302
Carrboro High	D122	New Installation	Contractor	Put new ADA system at the exit to courtyard near room D112. Need to speak with Principal Thommas about access points.
McDougle Middle	614	New Installation	Contractor	Put new ADA system at the exit at the end of the hallway.
Northside	253	Not Working	Contractor	Use the exit at end of main hallway across from elevator. Kick standd class room door

Chapel Hill-Carrboro City Schools	INVITATION FOR BIDS NO.
	Bids will be publicly opened:
PURCHASING DEPARTMENT	Contract Type:
Refer <u>ALL</u> Inquiries to: Telephone No. Ext.	Commodity:
E-Mail:	Using Agency Name:
(See page 2 for mailing instructions.)	

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received by the Chapel Hill-Carrboro City Schools ("School System") at this office () until **2:00** P.M., EST on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish 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.

Failure to execute/sign bid prior to submittal 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			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for 45 days from date of bid opening unless otherwise stated here: ____ days Prompt Payment Discount: ____ % ____ days.

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 re-usable 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.

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and include bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<u>DELIVER TO:</u>
BID NO. _____
Chapel Hill-Carrboro City Schools
Purchasing Department

TABULATIONS: Verbal tabulations of open market bids and award information can be obtained by calling the purchaser listed on the first page of this document. Tabulations will be available upon request no earlier than 9:00 a.m. on the first working day following the date of opening. Requests for lengthy or written tabulations cannot be honored.

TRANSPORTATION CHARGES: "FOB _____, North Carolina with all transportation charges prepaid and included in the bid price. "

AWARD CRITERIA: As provided by statute, award will be based on the lowest and best bid (most advantageous to School System) 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.
5. Delivery and installation schedule.
6. Suitability for Intended Use.

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 by School System 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. School System 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.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Deviations must be explained in detail below or on an attached sheet. However, no implication is made by School System 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.

EQUIPMENT/SERVICES TO BE PURCHASED

QUANTITY

DESCRIPTION

UNIT PRICE

AMOUNT

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

TOTAL

\$ _____

QUOTE EXACTLY AS SPECIFIED OR YOUR FUNCTIONAL EQUIVALENT. SCHOOL SYSTEM RESERVES THE RIGHT TO DETERMINE IF BIDDER'S FUNCTIONAL EQUIVALENT IS ACCEPTABLE.

IF QUOTING FUNCTIONALLY EQUIVALENT ITEMS, ALL INFORMATION, INCLUDING ITEM NUMBERS AND COMPLETE DESCRIPTIONS, MUST BE SPECIFIED FOR YOUR BID TO BE CONSIDERED.

ALL SHIPPING CHARGES MUST BE INCLUDED IN BID PRICE FOR QUOTE TO BE VALID.

APPLICABLE SALES TAX WILL BE ADDED WHEN PURCHASE ORDER IS ISSUED. DO NOT INCLUDE SALES TAX IN YOUR QUOTE.

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.
1. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. School System 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.

2. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an 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.
3. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
4. **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.
5. **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.
6. **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.**
7. **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 sketches, 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.
8. **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 School System 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.
9. **ACCEPTANCE AND REJECTION:** School System 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.
10. **REFERENCES:** School System reserves the right to require a list of users of the exact item offered. School System may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
11. **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 School System 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 School System to be pertinent or peculiar to the purchase in question. Unless otherwise specified by School System or the bidder, School System reserves the right to accept any item or group of items on a multi-item bid. School System also reserves the right to reject any and all

bids. In addition, on TERM CONTRACTS, School System 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 School System to be pertinent or peculiar to the purchase in question.

12. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48, School System 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.
13. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, School System 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.
14. **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 School System 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.
15. **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 School System 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 School System. Unless formally waived by School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to the Bidder.
16. **DEFAULT AND PERFORMANCE BOND:** In case of default by the Bidder, School System may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. School System reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to School System.
17. **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 School System, indicating the specific regulation which required such alterations. School System reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
18. **TAXES:** Any applicable taxes shall be invoiced as a separate item. G.S. 143-59.1 bars the School System 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.
19. **SITUS:** The place of this contract, its situs and forum, shall be County in North Carolina in which the School System is located, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
20. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
21. **INSPECTION AT BIDDER'S SITE:** School System 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 School System 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.

22. **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.) from other customers.
23. **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.
24. **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.
25. **PATENT:** The Bidder shall hold and save School System, 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 School System or disclosure of any information pursuant to the NC Public Records Act.
26. **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, School System may:
- Forward the Bidder's payment check directly to any person or entity designated by the Bidder, and
 - 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 School System to anyone other than the Bidder and the Bidder shall remain responsible for fulfillment of all contract obligations.

27. INSURANCE:

- Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's 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
- 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
- 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.
- 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 School System Board of Education is listed as additional insured on general liability.

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

28. **GENERAL INDEMNITY:** The Bidder shall hold and save School System, 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 School System agents who are involved in the delivery or processing of Bidder goods to School System. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
29. **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.
30. **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. School System reserves the right to prohibit any contractual personnel of Bidder from delivering goods or providing services under this Contract if School System 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.
31. **ACCESS TO PERSONS AND RECORDS:** School System auditors shall have access to any records as a result of this bid or the Contract. School System may audit the records of the Bidder during the term of the Contract to verify accounts and data affecting fees or performance.
32. **ELECTRONIC PROCUREMENT (ONLY APPLIES TO CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Bidder shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE This applies to all purchase orders, regardless of the quantity or

dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Bidder for the services rendered by the Purchasing Director under this contract. The Bidder will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Bidder. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Bidder's failure to perform or comply with specifications or requirements of the contract.

Bidder or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Purchasing Director. The transaction fee shall be based on purchase orders issued for the prior month. Unless Purchasing Director receives written notice from the Bidder identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Bidder shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Bidder is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Bidder may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Bidder. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Purchasing Director shall provide, whenever reasonably requested by the Bidder in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Purchasing Director will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Purchasing Director will send those orders to the appropriate Bidder on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Bidder agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Bidder is a corporation, partnership or other legal entity, then the Bidder may authorize its employees to use its password. Bidder shall be responsible for all activity and all charges by such employees. Bidder agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Bidder's account, Bidder shall immediately change its password and notify the Purchasing Director of the security breach by e-mail. Bidder shall cooperate with the State and the Purchasing Director to mitigate and correct any security breach.

BIDDER IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

33. **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.
34. **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.
35. **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.

School System Purchasing Department Ethics Policy and Standards of Conduct

All purchasing department employee conducting business transactions on the behalf of the School System 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 School System.

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 School 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 School System 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 School System.
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.
5. 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.

Attachment B

CHAPEL HILL-CARRBORO CITY SCHOOLS BOARD OF EDUCATION

CONTRACT FOR [INSERT TYPE OF SERVICES] SERVICES

This contract for [INSERT TYPE OF SERVICES] services (the "Contract") is made and entered into this [DATE] day of [MONTH], 202[], between the Chapel Hill-Carrboro City Schools Board of Education (the "School System"), 750 South Merritt Mill Road, Chapel Hill, NC 27516, and [CORPORATE NAME OF PROVIDER] (the "Provider"), [PROVIDER'S ADDRESS].

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as follows:

1.1. [OPTION 1 - INCLUDE A DESCRIPTION OF DETAILED SERVICES, OR OPTION 2 - ATTACH "EXHIBIT A" WITH SCOPE OF SERVICES, OR OPTION 3 - BID AWARD NUMBER; AS APPLICABLE] Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.

1.2. [THIS SECTION OPTIONAL] Qualifications of Provider. Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.

1.3. Records Maintenance. Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.

2. Obligations of the School System.

2.1. The School System hereby agrees to compensate Provider at a rate or in the amount of [INSERT RELEVANT TIME PERIOD OR OTHER MEASURE FOR CALCULATING PAYMENTS – E.G., HOUR, DAY, MILE, SQUARE FOOT, ETC.] for services rendered, with total payments not to exceed [INSERT NOT-TO-EXCEED AMOUNT]. With the School System's written consent, payments may be made in monthly installments for work performed and accepted during the previous month.

2.2. [SPECIFY ANY ADDITIONAL OBLIGATIONS OF THE SCHOOL SYSTEM, INCLUDING REIMBURSEMENT OF EXPENSES. DELETE IF N/A]

3. Term. The services described in the Contract will be provided from [INSERT MONTH, DATE AND YEAR] through [INSERT MONTH, DATE, AND YEAR] unless sooner terminated as herein provided.

4. Compensation. The School System hereby agrees to compensate Provider an amount not to exceed \$ [REDACTED] once all services have been rendered in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within thirty (30) days of submission of such invoice(s).
5. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.
6. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
7. Terms and Methods of Payment. Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within thirty (30) days of submission of such invoices. Invoices should be sent to invoices@chccs.k12.nc.us, for review and approval.
8. Contract Funding. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. Insurance. Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence with \$2,000,000 General Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Provider also agrees to maintain \$1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company.

Failure to furnish insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.

10. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.

11. Monitoring and Auditing. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this Contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.

12. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this Contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student records or personally identifiable information.

13. Lunsford Act. Provider also acknowledges that G.S. § 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. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. 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 Provider'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/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Exhibit B)

[UPDATE EXHIBIT REFERENCE IF NEEDED, THEN DELETE THIS NOTE AND REMOVE THE HIGHLIGHTING] 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. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider 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. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider 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. Provider 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. Provider 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 deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this Contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. Provider 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. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System 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, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

14. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.

15. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.

16. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider 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. Provider 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. Provider 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. Provider 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.

17. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider 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.

18. Anti-Nepotism. Provider 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 Chapel Hill-Carrboro City Schools Board of Education or of any principal or central office staff administrator employed by the School System. 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 Provider 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, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.

19. Applicable School Board of Education Policies. Provider acknowledges that the Chapel Hill-Carrboro City Schools Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board’s policies are available on the School System’s website.

20. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this Contract without the prior written approval of the School System.

21. Contract Modifications. This Contract may be amended only by written amendments duly executed by and between the School System and Provider.

22. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.

23. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Contract, the terms and conditions of this Contract shall prevail.

24. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

25. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:

Exhibit A: [INSERT NAME OF SCOPE OF SERVICES EXHIBIT, DELETE THIS NOTE AND UPDATE EXHIBIT REFERENCES IF SERVICE DESCRIPTION IS INCLUDED IN SECTION 1.1 AND NO EXHIBIT A IS INCLUDED]

Exhibit B: Sexual Offender Registry Check Certification Form [IF THIS EXHIBIT IS RE-LABELED UPDATE ANY REFERENCES TO IT, INCLUDING BUT NOT LIMITED TO THAT IN SECTION 13]

If there is any conflict between the terms of this document and the terms of the Exhibits, the terms of this Contract shall control.

26. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

27. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original".

28. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

Chapel Hill-Carrboro City Schools

[TYPE PROVIDER NAME]

[TYPE CHCCS REPLACE WITH SIGNATORY NAME]

[TYPE PROVIDER SIGNATORY

NAME]

[REPLACE WITH CHCCS SIGNATORY
TITLE]

[TYPE PROVIDER
SIGNATORY TITLE; DELETE IF THE
PERSON IS SIGNING AS AN
INDIVIDUAL]

ATTEST: [REMOVE ATTESTATION IF CONTRACT IS LESS THAN \$5,000, IF GREATER
THAN \$5,000 ATTESTATION IS DONE BY THE NEXT HIGHEST LEVEL FROM THE
CONTRACT APPROVAL FORM]

[REPLACE WITH ATTESTOR TITLE]

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

School System Finance Officer

Date

INSERT BUDGET CODE(S) HERE

Budget Code

Exhibit B

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM'S REPRESENTATIVE

Project Name: [TYPE NAME OF SERVICE]
SCHOOL YEAR

Contract: [TYPE]

Check the appropriate box to indicate the type of check:

☐ Initial ☐ Supplemental
☐ Annual

I, _____ [INSERT NAME OF THE PERSON SIGNING THIS FORM AND DELETE THIS NOTE], _____ [INSERT TITLE OF THE PERSON SIGNING THIS FORM, IF THE PERSON HAS NO TITLE THEN DELETE THE UNDERLINED PORTION, THEN DELETE THIS NOTE], of _____ [INSERT THE COMPANY NAME (AS IT APPEARS IN LINQ) OF THE PERSON SIGNING THIS FORM, IF THE PERSON HAS NO COMPANY THEN DELETE THE WORD 'OF', DELETE THE UNDERLINED PORTION, THEN DELETE THIS NOTE] hereby certify that I have performed all of the required sexual offender registry checks required under this Contract for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Contract, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (**Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>**). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Contract if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Contract (initial check), any time additional contractual personnel may perform work under the Contract (supplemental check), and at each anniversary date of the Contract (annual check).

Contractual Personnel Names

Job Title

1. _____ _____	_____
2. _____ _____	_____
3. _____ _____	_____

4. _____

5. _____

6. _____

7. _____

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

[INSERT NAME OF THE PERSON SIGNING THIS FORM AND DELETE THIS NOTE]

_____ (print name)

(signature / date)

2104123