



# DARE COUNTY SCHOOLS

3020 S. Wrightsville Ave  
P.O. Box 1508  
Nags Head, NC 27954

## INVITATION FOR BIDS

*Lit Fiber Wide Network*

*Bid Active Date:*

January 19, 2024 - February 16, 2024

Dare County Schools 3020 S. Wrightsville Ave. Nags Head, North Carolina 27959 www.daretolearn.org	F470 #240010985 Item: Lit Fiber Wide Network Source of Funds: eRate
Refer all inquiries regarding to this IFB to:  Holly King Director of Technology <a href="mailto:kingholly@daretolearn.org">kingholly@daretolearn.org</a> Fax: 252.480.8886	Issue Date: Jan 19, 2024 Offers Accepted Until 12:00 PM on Feb. 16, 2024

**Bid Notice**

This IFB will be active from the issue date, until the closing date at 12:00 pm Eastern Standard Time. All replies must be valid for a period of 30 days after the due date. All replies must reference the bid number listed above.

**Execution**

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

*Failure to execute/sign off prior to submittal shall render this offer invalid.*

*Late offers are not acceptable.*

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

*Offer valid for thirty (30) days from the date of offer opening unless otherwise stated here: \_\_\_\_ days*

**Bid Opening**

Bid Opening Date: January 19, 2024 at 8:00 am EST

Bid Closing Date: February 16, 2024 at 12:00 pm EST

**Inquiries**

All inquiries regarding this IFB should be submitted in writing. Inquiries can be submitted to the Dare County Schools Technology Director via email or fax. Please refer to page one (1) for contact information.

**Bid Mailing/Deliver Instructions**

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

Bidders are required to submit their signed and complete bid packet with all required documents and original signatures. The completed bid packet must be submitted by the final date/time noted.

Original signatures are required. Examples included (1) printing documents that require a signature and signing them with an ink pen or (2) providing documents signed with an electronic signature tool that digitizes an original signature (e.g. Docusign.) Computer font signatures will not be accepted (e.g. Microsoft Word or Adobe fonts).

<i>DELIVER TO:</i>	<i>OR</i>
Dare County Schools 3020 Wrightsville Ave. Nags Head, NC 27959	Dare County Schools PO Box 1508 Nags Head, NC 27959

**Late offers**

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

**Non-responsive Offers**

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

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

**Federal Uniform Guidance**

This purchase contract will be funded in full/part by E-rate and is subject to the federal uniform guidance purchasing procedures and provisions.

**Vendor/Contractor Information**

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

--

**References**

Please provide three references below:

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

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

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

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

## **Product Specifications**

Dare County Schools houses eleven schools with over 800 employees and a student population of over 5,000 students. The diversity of the community provides a rich educational experience for pre-kindergarten to secondary students. The district continues to revise its services to meet the changing needs of students. The District continues to revise its services to meet the changing needs of students.

Over the past several years, the District has undergone steady growth in the acquisition and implementation of technology especially in the use of end-devices in the classrooms in support of instruction. Moreover, the District continues to upgrade its aging technologies in schools to fulfill the ever-growing demand for bandwidth and network resources. The District has deployed and currently supports over 5,000 mobile student devices as well as over 800 administrative devices. To facilitate learning in the new digital paradigm and to ensure seamless and non-disruptive access to network resources, the District strives to maintain its technology infrastructure in a current state by performing the necessary technology upgrades and acquiring more contemporary technologies.

Dare County Schools is hereby soliciting bids from qualified firms for the replacement of its lit fiber wide area network (“WAN”) in schools. The response to this request, together with the related cost data and supporting documentation, will be used to make the final vendor selection. The vendor proposals will be included as part of the contract between Dare County Schools and the vendor.

The District reserves the right to reject any bids and the right as its option to waive or refuse to waive any defect or informality in any bid. All commitments made in the proposal shall become a part of any resultant contract. Dare County Schools is not responsible for services performed without an authorized purchase order, and only the issuance of a purchase order authorizes the performance of services.

All bids received will be subjected to an evaluation by a team of qualified District personnel. Uniformity of all bids submitted is essential to ensure fair and accurate evaluation. The District may award a contract without discussion, subject to availability and funds.

All vendors are to provide sufficient information in their bids to enable the evaluation committee to fully ascertain each vendor’s capability to fulfill all the requirements stipulated in this solicitation. Bids that do not conform to the essential requirements expressed in this solicitation may be deemed incomplete and shall be rejected.

All commitments made in the proposal shall become a part of any resultant contract. The District reserves the right to increase or decrease the number of service locations.

**Dare County Schools Board of Education**  
**Scope of Work for**  
**Lit Fiber Wide Area Network**  
**FY 2025 Form 470 #240010985**  
**Issued: Friday, January 19, 2024**

**I. Overview**

The Dare County Schools Board of Education (“Dare”, “DCS”, or “District”) issues this Request for Proposal (“RFP”) for a lit fiber wide network (“WAN”), as that service is defined as per the eligibility guidelines established by the Federal Communications Commission (“FCC”) and Schools and Libraries Division of USAC (“SLD”). Initially, the WAN will connect up to 13 separate buildings in the District and will be capable of speeds of 10 Gigabit or faster. The service must be immediately activated upon installation. The District seeks proposals for three-year pricing with the option to review for two (2) additional one (1) year periods. The District reserves the right to increase or decrease the number of service locations.

The District will apply for discounts on the services listed in the RFP through the federal Universal Service Support Mechanism for Schools and Libraries, commonly known as “E-Rate”. Several criteria and restrictions pertinent to the E-rate program are included herein and must be met by the successful Service Provider.

**II. Scope of Services Requested in this request for proposal**

**A. Service Sites**

The District is requesting pricing for lit fiber, WAN service, that will connect the following buildings in the District (see below).

The District reserves the right to increase or decrease the number of service locations.

Pricing shall be provided for twelve locations (consolidated above) at a minimum of 2 GB with expansion to 20 GB is required, *as noted above*. Locations will be determined based on the need and utilization of current technologies. Algorithms defining cost differentials based on mileage, if a factor, must be provided.

1. 10 GB with expansion to 20 GB
  - a) First Flight High School | 100 Veteran’s Drive, Kill Devil Hills, NC
2. 2 GB with expansion to 5 GB
  - a) Cape Hatteras Elementary | 47500 Middle Ridge Trail, Buxton, NC

- b) Cape Hatteras Secondary | 48576 Highway 12, Buxton, NC
  - c) Manteo Elementary | 701 US Highway 64/264, Manteo, NC
  - d) Manteo Middle | 1000 US Highway 64, Manteo, NC
  - e) Manteo Secondary | 829 Wingina Avenue, Manteo, NC
  - f) Nags Head Elementary | 3100 S Wrightsville Ave, Nags Head, NC
  - g) Early College | 132 Russell Twiford Road, Manteo, NC
3. 500 MB with expansion to 1 GB: Bus Garage | 1013 Driftwood Drive, Manteo, NC

## **B. Network Configuration**

The network will distribute connectivity from the District's network hub located at First Flight High School (100 Veteran's Drive, Kill Devil Hills, NC) to all district educational and administrative facilities. The number of sites is subject to change during the terms of the contract as the district plans to open new schools and close old schools. New schools shall be covered by the contract resulting from this RFP. Proposing vendors must describe their solutions for the network configuration.

Proposals must include all costs including the cost of needed equipment at each location as well as costs for integrating the solution within the District's LAN (Local Area Network) infrastructure at each site. Failure to include the cost of any components/services required to make the district WAN (Wide Area Network) operational and integrated with the District's LAN at each site will make the vendor's proposal incomplete and subject to rejection.

## **C. Technical Requirements**

The District seeks proposals meeting the following requirements:

1. One 10GB connection serving the district's network hub.
2. High-speed network capable of supporting transmission speed of at least 2 GB/second to each site, with up to 4 GB/second required at the sites that utilize the most bandwidth. Proposals should note whether the Proposer has the technical capability to provide additional bandwidth per building.
3. Fiber must be lit by the telecommunications provider, with all terminating electronics (such as all transceivers or routers) owned and maintained by the service provider. Further, equipment used by the vendor must be industry standard.
4. Equipment that is robust, free of defects, and capable of withstanding environmental factors such as power fluctuations without losing configuration information. The vendor is responsible for the maintenance



of the equipment that the vendor installs in each site including any firmware upgrade and software patching that may be required.

5. All proposals must include detailed network diagrams.
6. WAN services must be connected to the District's WAN services at each site and all associated costs for doing so must be included in the vendor's proposal. The vendor will be responsible for any additional cost not included in the proposal.
7. The vendor must possess the expertise to integrate the proposed WAN solution with the district LAB at each site at the two district network centers.
8. The awarded vendor must conduct a site survey with district personnel to identify the location where the proposed vendor equipment is to be installed. Additionally, documentation (building schematic including nearest boundary streets) describing the location of installed vendor equipment must be provided.

#### **D. Site Preparation**

Vendors will be responsible for the installation of the entrance facility into each of the District sites. The Vendor will be responsible for all construction and installation. The entrance facility in each building shall be terminated at the designated Data MDF (main distribution frame). The vendor's cost proposal must include extending service from the entry point to the location's LAN components. The location of the LAN integration point is to be designated/identified by the district.

#### **E. Network Performance Guarantees**

The District will require guarantees of performance for all segments of the lit fiber WAN. The Vendor must provide specific Minimum Performance Levels for each segment. The Vendor must provide specific Minimum Performance Levels for each segment with documented response times with resulting credits to the District's account should the resolution not be met during these times. The Vendor shall provide details on the District's resource for loss of service, either partial or total, for each segment. This should include the amount of time of an outage, both partial and total, and real-time electronic access to meter usage/utilization of each installed circuit. Diagnostic tools for electronic access to vendor WAN equipment for real-time monitoring of utilization and troubleshooting each circuit must be provided to the District.

## **F. Outage and Problem Resolution Procedures**

Vendors shall describe their problem resolution procedures. Vendors shall provide:

1. Points of contact for problem resolution.
2. A description of the Vendor's emergency capability.
3. The location of the nearest support depot and service personnel.
4. Guaranteed time to respond to a down condition.
5. Guaranteed time to respond to a poor line condition.
6. Escalation procedures.

## **G. Recurring Monthly Charges Per Site**

Line and Circuit monthly charges shall be itemized on a per-building basis. All changes should be provided at a fixed incremental level about transmission speeds of either 10 GB/second or 2 GB/second for each site so the District can add or subtract bandwidth straightforwardly. *All charges, including installation charges, will be paid on a recurring monthly charge basis. No nonrecurring charges shall be separately itemized in this proposal.*

## **H. Timeline for Installation of WAN Service**

Installation of service shall begin before July 1, 2024, so that the service is operational as of July 1, 2024. Installation shall not begin until after a contract between the parties has been executed. No billable services shall be rendered before July 1, 2024. The service provider must guarantee service on July 1, 2024, and must be willing to absorb the full risk and expense (under terms of existing district service contracts) of not doing so until such time the provider can do so.

The vendor must provide a project plan, including key milestones for the implementation of the data center and corresponding peripheral circuits.

## **I. Installation and Circuit Activation Guarantee**

Failure to meet the July 1, 2024 installation and activation of all sites including the network hub will result in the vendor reimbursing the District for the cost of extending the District's current service in the corresponding sites.

## **J. Security**

Contract personnel working on this Contract are expected to require access to schools and other District facilities. The Contractor shall safeguard all passwords, keys, and lock combinations, and shall observe all specified District security

procedures at the Contractor's expense.

**K. Retention of Ownership of All Facilities**

All facilities that are used to provide the WAN service requested in this RFP shall remain the property and shall be owned by the Proposer at all times. The District shall have no ownership interest in the facilities used to deliver WAN service.

**III. E-rate Compliance Requirements**

Proposers submitting proposals under this RFP must agree to meet the following conditions relating to the E-rate program.

**A. Contract**

The Proposer must agree to execute a service agreement (contract) on or before March 20, 2024. Proposer must agree that the parties' contract will reflect the terms and conditions that are mutually agreed upon by the District and successful bidder. The District will reject proposals that are conditioned on the Proposer's form contract and which do not allow for good faith negotiation of terms and conditions of the contract.

**B. Service Provider Identification Number (SPIN) and FCC Registration Number (FCCRN)**

The Proposer shall provide a valid E-rate SPIN number (Service Provider Identification Number), in the Proposal submitted in response to this bid opportunity. The SPIN must be recognized by the FCC as an eligible telecommunications provider and therefore qualified to receive discounts under the Telecommunications Services categorization of the program. The Proposer also shall provide the company's FCC Registration Number.

**C. Service Provider Annual Certification Form**

The Proposer agrees to submit the completed Form 472, Service Provider Annual Certification form, which provides updated contact information for the Proposer. The Proposer must also agree to provide a copy of the completed Form 473 to the Owner. This form is available on the USAC website in the Forms section.

**D. Cooperation with District's Preparation of E-rate Applications**

The Proposer must agree to provide information on a timely basis that the District

requests for the District to apply for E-rate application in a timeline manner.

**E. Separate Itemization of E-rate Eligible and Ineligible Products and Services**

The Proposer shall separately itemize the cost of E-rate eligible and ineligible products and separate installation costs, if any. To determine what items are eligible, visit the E-rate Eligible Services List on the USAC website or call 800.203.8100.

**F. Compliance with E-rate Contract Signing Rules**

The Proposer must acknowledge in its Proposal that the Proposer will make every effort to have any contract addendums that may arise from this RFP signed per the E-rate contract signing rules. Further, the Proposer must acknowledge in its Proposal that if the contract or addendum is signed outside of the E-rate contract signing window, the Proposer will disclose to the District, before soliciting the District's execution of the contract, that the contract is not eligible for E-rate funding.

**G. Separate Contracts for E-rate Eligible and Ineligible Products/Services**

The Proposer must be willing to enter into two separate service agreements, if required by the District, for E-rate eligible equipment and services, if any.

**IV. Special Terms and Conditions**

- A. The District reserves the right to reject all proposals and not award a contract following the issuance of this RFP.
- B. The District reserves the right, depending on the price of proposals, to make the service contingent upon receiving E-rate approval.
- C. The contract resulting from this RFP may be contingent upon receiving E-rate discounts. If the District so chooses, equipment delivery and installation cannot begin until E-rate approval is received. In addition, the successful Proposer must agree that the prices outlined in its Proposal will be effective until the District receives E-rate approval.
- D. The District reserves the right to cancel any order issued under the contract executed with the successful Proposer in response to this RFP without any termination charges or any additional time allowed for delivery if items ordered are not delivered per the specified delivery schedule.
- E. Delivery and installation of equipment must be approved by the Director of Technology or his/her designee.

- F. Installation of equipment must not interfere with or void any part of the warranty provided with the equipment.
- G. The District is not obligated to accept the vendor's standard terms and conditions.

**V. Proposal Submission Format**

The Vendor will include with their proposal responses to the following questions:

- A. Describe the nature and scope of your firm's business endeavors, including the history of the company.
- B. Provide the names and contact information of at least three (3) current K-12 clients within a 50-mile radius that are using the same or similar goods and/or services as requested in this RFP. If no clients are available, provide a list of all K-12 clients that are receiving the identical service that is requested in this RFP.
- C. Describe the firm's experience with the federal E-rate program.
- D. Provide Federal Tax ID Number.
- E. Provide E-rate SPIN Number (Note: The Vendor MUST be an eligible telecommunication provider).
- F. Provide FCC Registration Number (FCCRN).
- G. Wireless Proposers must provide evidence of authority to operate a telecommunications public utility in North Carolina.
- H. Provide a copy of the company's standard contract with the statement acknowledging that the terms and conditions of a contract will be negotiated by both parties.
- I. Provide a contact name and contact information for a person authorized to negotiate terms and conditions.
- J. Provide a contact name and contact information where questions related to the proposal can be directed with a statement certifying that this person will be available during the FCC E-rate Form 471 filing window to assist with the completion of the District E-rate applications, as requested.
- K. Provide detailed network diagrams showing the proposed service.
- L. Provide pricing for 2 GB/second to 4 GB/second solutions to each building and pricing for additional bandwidth which the Proposer may be technically capable of providing. In addition, for connectivity to the Network Hub, separate pricing for a minimum of 10 GB/second expandable to 20 GB/second.

**VI. Evaluation**

- A. The following factors will be taken into consideration in making the award of the contract:

Vendor ownership of proposed services/facilities.

Quality and reputation of services.  
Experience of the firm offering the services.  
Cost.

**VII. Timeline**

<u>Date</u>	<u>Action</u>
February 9, 2024	Questions and Answers due by 12 pm
February 16, 2024	Proposal Submission by 12 pm
March 21, 2024	Fully Executed Contract
July 1, 2024	Services at all sites must be fully active

Responses to this RFP must be received on or before February 16, 2024, at 12:00 pm. Fax or email proposals will not be considered. All required vendor information, certification, and documentation must be included in the proposal.

The District intends to award a contract to the successful vendor promptly and requires that the parties sign a binding agreement by no later than March 21, 2024, with services beginning on July 1, 2024.

**VIII. Cost Proposal**

All costs must be provided and submitted within the cost proposal. All costs must be identified. Any costs required to meet the District's requirements and not included will become the sole responsibility of the proposing vendor.

Travel: The cost submitted by respondents shall include any and all costs pertaining to travel to and from any site where the services are to be performed. The Dare County Schools Board of Education will not pay costs for travel. Travel time is not to be charged on any hourly or service rate. Travel time to and from the site of service is not borne by the respondent.

The District reserves the right to review the records used for your cost calculations supporting your prices before entering into a contract.

**IX. Contract Period**

- A. Period: The contract is for a three (3) year period commencing July 1, 2024 - June 30, 2025, during the Year 2024 E-rate program with the option to renew for two (2) additional one (1) year periods.

- B. The District reserves the right to make an award for all or some of the services provided by each vendor. Pricing on all services shall remain as submitted regardless of the number of contracts that are actually awarded by the District.
- C. Review the attached standard contract terms and conditions.

**Proposal Submission**

All responsive proposals received will be subjected to an evaluation by qualified District personnel. Respondents should submit sufficient information to enable the evaluation committee to fully ascertain each respondent’s capability to perform the requirements outlined by this solicitation. All forms responding to this RFP are expected to comply with the preparation instructions and submission requirements presented in this section for content and format. Failure to comply with these instructions and requirements may result in the disqualification of the vendor’s bid from further consideration. It is the vendor’s responsibility to ensure that it has a complete and thorough understanding of all requirements, expressed and implied, regarding the specifications of the RFP before the submission of its proposal.

Seal offers, subject to the conditions made a part hereof, will be received at the address below, for furnishing and delivering the goods, software, and/or software as described herein. Bidders are required to submit their signed and complete bid packet with all required documents and original signatures. The completed bid packet must be submitted by 12:00 pm on February 16, 2024.

Original signatures are required. Examples included (1) printing documents that require a signature and signing them with an ink pen or (2) providing documents signed with an electronic signature tool that digitizes an original signature (e.g. DocuSign.) Computer font signatures will not be accepted (e.g. Microsoft Word or Adobe fonts).

**Bidder’s Proposal**

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

**Vendor Specifics**

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

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

Bidder Signature: \_\_\_\_\_

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



ATTACHMENT A  
DARE COUNTY BOARD OF EDUCATION  
STANDARD CONTRACT TERMS AND CONDITIONS  
Last Updated: August 31, 2020

1. Acceptance. Contractor's acknowledgment of the terms of this Contract or of any applicable Purchase Order, or Contractor's shipment or performance of any part of a Purchase Order, constitutes an agreement to comply with all terms and conditions set forth or referenced (i) in the Vendor Contract for Goods and/or Services, (ii) in the Standard Contract Terms and Conditions herein, (iii) on any attachments thereto, (iv) in any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (v) in any other terms and conditions of a written agreement signed by Contractor and the Dare County Board of Education ("DCBOE") that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and DCBOE with respect to the purchase by DCBOE 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 DCBOE shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice or in any other communication from Contractor to DCBOE shall be deemed accepted by or binding on DCBOE. DCBOE 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 DCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by DCBOE are subject to correction.

2. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by DCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.

3. Prices. If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Contractor agrees to give DCBOE the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than

the price last quoted or last charged to DCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents. Should the Contract Documents include any provision allowing an increase in the contract price due to external conditions, Contractor shall inform DCBOE of such change and DCBOE shall have the right to terminate the Contract if desired.

4. Price Adjustments (term contracts only). Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Contractor to other customers.

a. Notification: Must be given to DCBOE 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: DCBOE 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 DCBOE reserving the right to accept or reject the increase, or cancel the Contract. Such action by DCBOE shall occur not later than 15 days after the receipt by DCBOE 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 DCBOE's accounts payable department with a copy to the DCBOE Project Coordinator.

6. Freight on Board. All shipments of Goods are freight on board destination unless otherwise stated in the Contract Documents.

7. Taxes. Any applicable taxes shall be invoiced as a separate item.

8. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.

9. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

10. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.

11. Risk of Loss. Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by DCBOE or its nominee.

12. Rejection. All Goods and Services shall be received subject to DCBOE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at an appropriate reduction in price. DCBOE may require Contractor to promptly replace or correct any rejected Goods or Services and, if Contractor fails to promptly replace or correct such Goods or Services, DCBOE may contract with a third party to replace such Goods and Services and charge Contractor the additional cost.

13. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders. The right of Contractor to proceed may be terminated immediately by written notice if DCBOE determines that Contractor, its agent or another representative has violated any provision of law.

14. E-Verify Compliance. Pursuant to N.C. Gen. Stat. § 143-133.3, Contractor represents and warrants that it is aware of and in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees, and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Contractor shall also ensure

that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Violation of this section shall be deemed a material breach of this Contract.

15. Iran Divestment. As of the date of this Contract, Contractor certifies that it is not identified on a list created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. §147-86.58 as a person engaging in investment activities in Iran. Contractor further certifies that in the performance of this Contract it shall not use any contractor or subcontractor that is identified on such a list.

16. Divestment from Companies Boycotting Israel. As of the date of this Contract, Contractor certifies that it is not identified on a list created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81 as a company engaging in a boycott of Israel. Contractor further certifies that in the performance of this Contract it shall not use any contractor or subcontractor that is identified on such a list.

17. Warranties. Contractor warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by DCBOE of the Goods and Services and shall run to DCBOE and any user of the Goods or Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, DCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.

18. Indemnification. Contractor shall indemnify and hold harmless DCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorney's fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless DCBOE, its officers, agents, employees and

assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of DCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless DCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

19. Insurance. Unless such insurance requirements are waived or modified by DCBOE or Insurance and Risk Management, Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to DCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/mutual aggregate. Workers' Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for workers' compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to DCBOE and shall contain the provision that DCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

20. Termination for Convenience. In addition to all of the other rights which DCBOE may have to cancel this Contract or an applicable Purchase Order, DCBOE shall have the further right, for good cause as determined by DCBOE in good faith, to terminate any work under the Contract Documents or an applicable Purchase Order, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing from DCBOE to Contractor. If the Contract is terminated by DCBOE in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually

delivered or performed to the total originally contemplated in the Contract. DCBOE will not be liable to Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.

21. Termination for Default. DCBOE may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to DCBOE in law or equity, DCBOE may procure upon such terms as DCBOE shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall be liable to DCBOE for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

22. Contract Funding. It is understood and agreed between Contractor and DCBOE that DCBOE'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 DCBOE for any payment may arise until funds are made available to DCBOE's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, DCBOE may at its discretion immediately terminate the Contract. DCBOE shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

23. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by DCBOE to apply to the Contract. Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.

24. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to DCBOE any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after DCBOE notifies Contractor in writing that a payment has been determined to be improper.

25. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of DCBOE.

26. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in the Contract.

27. Key Personnel. Contractor shall not substitute for key personnel assigned to the performance of the Contract without prior written approval from DCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in the Contract Documents or in written communication from Contractor. "DCBOE Project Coordinator" is the individual at DCBOE responsible for administering the Contract.

28. Contract Modifications. The Contract may be amended only by written amendment duly executed by both DCBOE and Contractor. However, minor modifications may be made by DCBOE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Contractor's performance; (b) do not increase Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to DCBOE without increasing the cost, or reduce the total cost of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Contractor, and placed on file with the Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.

29. Relationship of Parties. Contractor is an independent contractor and not an employee of DCBOE. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and DCBOE. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.

30. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by DCBOE.

31. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.

32. Conflict of Interest. Contractor represents and warrants that no member of DCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of the Contract or has any interest in any Contract, subcontract or other agreement related to the Contract. Contractor shall not permit any member of DCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of the Contract or to have any interest in any Contract, subcontract or other agreement related to the Contract, during the term of the Contract. Contractor also represents and warrants that, if the Contract is funded by any amount of federal funds, no violation of 2 C.F.R. § 200.318(c) or any other applicable federal contract of interest law has occurred or will occur. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

33. Gratuities to DCBOE. The right of Contractor to proceed may be terminated by written notice if DCBOE determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of DCBOE in violation of policies of DCBOE.

34. Kickbacks to Contractor. Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a DCBOE Contract or in connection with a subcontract relating to a DCBOE Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to DCBOE in writing the possible violation.

35. Monitoring and Evaluation. Contractor shall cooperate with DCBOE, or with any other person or agency as directed by DCBOE, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit DCBOE to evaluate all activities conducted under the Contract. DCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from DCBOE property and from performing services under the Contract following provision of notice to Contractor of the reasons for DCBOE's dissatisfaction with the services of Contractor's employee.



36. Financial Responsibility. Contractor represents that it is financially solvent and able to perform under the Contract. If requested by DCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by DCBOE's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then DCBOE shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.

37. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the purchasing office at once, indicating the specific regulation which required such alterations. DCBOE reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

38. Inspection at Contractor's Site. DCBOE 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 DCBOE determination that such equipment/item, plant or other facilities conform with the specifications/ requirements and are adequate and suitable for the proper and effective performance of the Contract.

39. Confidentiality Information. Student Information. If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. The Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. § 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract. Employee Personnel Information. If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of DCBOE's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such personnel information. Other Confidential Information. (a) Contractor agrees that it will at all times hold in confidence for DCBOE 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 DCBOE to Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection with Contractor's performance hereunder (collectively, "Information"). Contractor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Contractor shall not, without the prior written consent of DCBOE, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Contractor hereunder. (b) Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to DCBOE in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by DCBOE, be deemed to be confidential or proprietary information and shall be acquired by DCBOE free from any restrictions as part of the consideration of the Contract.

40. Schematic Designs. As provided by N.C.G.S. § 115C-105.53(c), schematic designs of school buildings are not considered public records or subject to public inspection, and Contractor shall keep in confidence any such designs in its possession for purposes of this Contract.

41. Intellectual Property. Contractor agrees, at its own expense, to indemnify, defend and save DCBOE harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that DCBOE's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.

42. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.

43. Background Checks. At the request of DCBOE's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor involved in the performance of the Contract shall submit to DCBOE criminal background check and drug testing procedures.

44. Jessica Lunsford Act. As required by N.C.G.S. § 115C-332.1, all Contractors, subcontractors, consultants, sub-consultants, and vendors shall conduct prior to the start of service and annually thereafter a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract that involve direct interaction with DCBOE students. For Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Dare County Schools or Dare County on behalf of Dare County Schools. Failure to comply may result in legal action and termination of the contract for default.

45. Safety Data Sheets. Pursuant to the Hazard Communication Standard (29 C.F.R. §1910.1200, et seq.) and incorporated by reference, except as modified by 13 N.C.A.C. 07F .0101, Contractor shall provide all safety data sheets in accordance with federal and state regulations.

46. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, the parties agree first to try in good faith to settle the dispute through negotiation. If the dispute cannot be settled through negotiation, Contractor agrees to offer to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, or administered by another mediator jointly selected by the parties, before resorting to litigation.

47. Attorney's Fees. In the event of legal proceedings related to the Contract, DCBOE shall be entitled to recover its costs and reasonable attorney's fees to the maximum extent allowed by law, should DCBOE be the prevailing party.

48. No Third Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.

49. Force Majeure. If, under good-faith efforts, DCBOE is hindered in its ability to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by DCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by natural disaster, riot, war, terrorism, pandemic, inclement weather, labor strikes, material shortages, act of God, or any other cause beyond the reasonable control of DCBOE.

50. Ownership of Documents. All documents created pursuant to the Contract shall, unless expressly provided otherwise in writing, be owned by DCBOE. Upon the termination or expiration of the Contract, any and all finished or unfinished documents and other materials produced by Contractor pursuant to the Contract shall, at the request of DCBOE, be turned over to DCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to DCBOE shall not, unless otherwise specifically agreed upon in writing by DCBOE, be deemed to be confidential or proprietary information and shall be acquired by DCBOE free from any restrictions as part of the consideration of the Contract.

51. Strict Compliance. DCBOE may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

52. General Provisions. DCBOE's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, DCBOE shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or applicable Purchase Order, or delegate the performance of any of its obligations hereunder, without DCBOE's prior, express written consent.

53. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Dare County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract.

54. Federal Tax Number or Social Security Number. Upon request by DCBOE or its representatives, Contractor shall provide its federal tax identification number or, if Contractor is an individual, his or her Social Security Number.