Orange County Schools
NORTH CAROLINA

Request for Proposal
February 20, 2025

Orange County Schools will accept proposals for the following project:

New Elementary School Survey Services

Proposals should be submitted electronically in pdf format

*By **2:00 pm Thursday March 5, 2026.***

*Email Subject should be "**NES Survey Proposal_Firm Name**"*

*Email proposals to **steve.hess@pmcnc.net***

ENGAGE. CHALLENGE. INSPIRE.

Orange County Schools has engaged KEI/Clark Nexsen and CLH Design to design a New Elementary School on a thirty-eight-acre site adjacent to Gravelly Hill Middle School and the Soccer.com Complex. Design will begin in the spring of 2026; construction will be complete in the summer of 2029.

(OCS) is soliciting proposals from qualified environmental consulting firms to provide wetland and stream delineation, jurisdictional determination, and environmental permitting services for the proposed New Elementary School project on the property (PIN 9844255464) to provide information to the design team to satisfy planning, zoning, and annexation requirements of the City of Mebane. The property is anticipated to be annexed by the City of Mebane. Reference Exhibit A for survey boundaries, and the schedule below for the project timeline.

NES Wetlands Delineation RFP	
Date of RFP Issue	Friday, February 20, 2026
Deadline for Written Questions	Friday, February 27, 2026
Proposal Deadline	Thursday, March 5, 2026
Award Firm & Issue NTP	Thursday, March 12, 2026
Survey Completed	Friday, May 1, 2026

Questions should be submitted to steve.hess@pmcnc.net by February 27, 2026.

Proposals should include the name and title of the firm's project lead, delivery timeline, and fee for services. Please include an alternate to survey existing Gravelly Hill Middle School per the attached survey exhibit. The project team of the selected firm will be required to complete sex-offender registry background check. Reference the checklist on the following pages for additional scope requirements.

Thank you for your interest in working with Orange County Schools.

This checklist is intended to indicate the general scope of survey information required for this project. All surveys shall be performed in accordance with the Standards of Practice for Land Surveying in North Carolina. This list does not attempt to identify all items which should be included on a complete survey, however it does include many additional items which are needed to facilitate accurate site design.

Please provide all surveys in AutoCAD 2020 format with an attached, signed and sealed hardcopy.

Boundary Information:

1.1. Perform boundary survey of the subject property. Locate right of way lines, property corners as needed to accurately tie previously recorded boundary (obtained by surveyor) to topographic survey and indicate source of boundary information. Boundary shall be tied to NC Grid.

1.2. Indicate the name and address of property owner, existing zoning, land use (residential, office, etc.), deed book references, plat book references and PIN numbers of the subject property.

1.3. Indicate area of the subject property.

1.4. Indicate all public and private easements (including blanket easements) on the subject property. Include reference information.

1.5. Indicate right of way, property lines, property owners, zoning, land use (residential, office, etc.), deed book references, plat book references and PIN numbers of all adjoining properties.

1.6. Provide vicinity map.

Topographic Information On-Site:

2.1. Locate all of the above-ground features and below-ground utilities listed herein located within the attached survey limits map. If survey limit map is not provided, extend survey limits to include all areas contained within the limits of the subject property boundary and extending 50-ft past all parcel property lines.

2.2. Ground (aerial will not be accepted) topography with contours at 1-foot intervals.

2.3. Spot elevations at critical points. Include all survey points in AutoCAD file. Also include the .txt of the points.

2.4. Establish and indicate permanent and temporary site benchmarks sufficient to cover site. Tie topography and on-site benchmarks to NCGS benchmark. Indicate NCGS monument reference on survey.

2.5. Indicate FEMA floodplain and/or floodway within subject property or provide note that no portion of the subject property is located within a special flood hazard area. Indicate FEMA panel number referenced.

2.6. Locate existing buildings and other structures. Provide brief description of existing structures (general construction type, number of stories, use of structure, etc.). Locate all exterior doors.

2.7. Locate all locations of ingress/egress to existing buildings and indicate FFE at each. Coordinate with owner if doors are locked.

2.8. Locate and label all existing site improvements including signs (types), sidewalks (including curb ramps), steps, ramps, pavement (indicate asphalt, concrete or gravel), curb & gutter (indicate size and locate curb cuts), paint striping, dumpsters, fences (type, height), benches, bridges, etc.

2.9. Provide woods line indicating extent of tree canopy and a general written description of the forest stand(s) and understory vegetation within undisturbed areas that includes the composition of the tree species typically characteristic of the forest stand and typical size (average DBH).

2.10. Locate edges of all site landscaping areas (include descriptions of shrubs/plantings).

2.11. Locate and label all natural and man-made surface drainage features including streams, ditches, and channels.

2.12. Locate and label all subsurface drainage features including inlets, junction boxes, cleanouts, pipes (including roof leaders), headwalls and flared end sections. Information shall include pipe sizes, materials, inverts, inlet structure types and rim elevations. Headwall or outlet information shall include general structure dimensions, materials, invert and top of wall elevations, and riprap apron dimensions.

2.13. Locate and label all above ground utilities including meters of all types, backflow preventers, fire hydrants, post indicator valves, power poles and power lines, HVAC equipment, etc.

2.14. Perform Level C Subsurface Utility Engineering (SUE) survey. Locate and label below grade utilities by mapping visible above-ground utility features and obtain utility information from best available sources (at a minimum, surveyor shall contact local municipality, utility companies and property owner for available information) and indicate sources of information on survey. Correlate visible above-ground features to information obtained from other sources. Indicate sizes, materials, valve locations, public or private ownership, service lines, easements, etc.

2.15. Perform Level B Subsurface Utility Engineering (SUE) survey. Utilize surface geophysical prospecting techniques to determine the approximate horizontal location of underground utilities. Correlate findings with Level C SUE information.

2.16. Locate and label all streams (including buffers) and wetland area flags within subject property. Flags will be set by the project environmental consultant. Proposal should include the location of approximately 100 flags.

Topographic Information Off-Site:

3.1. Locate all features listed above within the following limits.

3.2. Locate and label (including street names and route numbers) all existing streets and intersections within 100-ft of the subject property. Indicate centerline, both edges of pavements, right-of-way widths and all paint striping. Label posted speed limits.

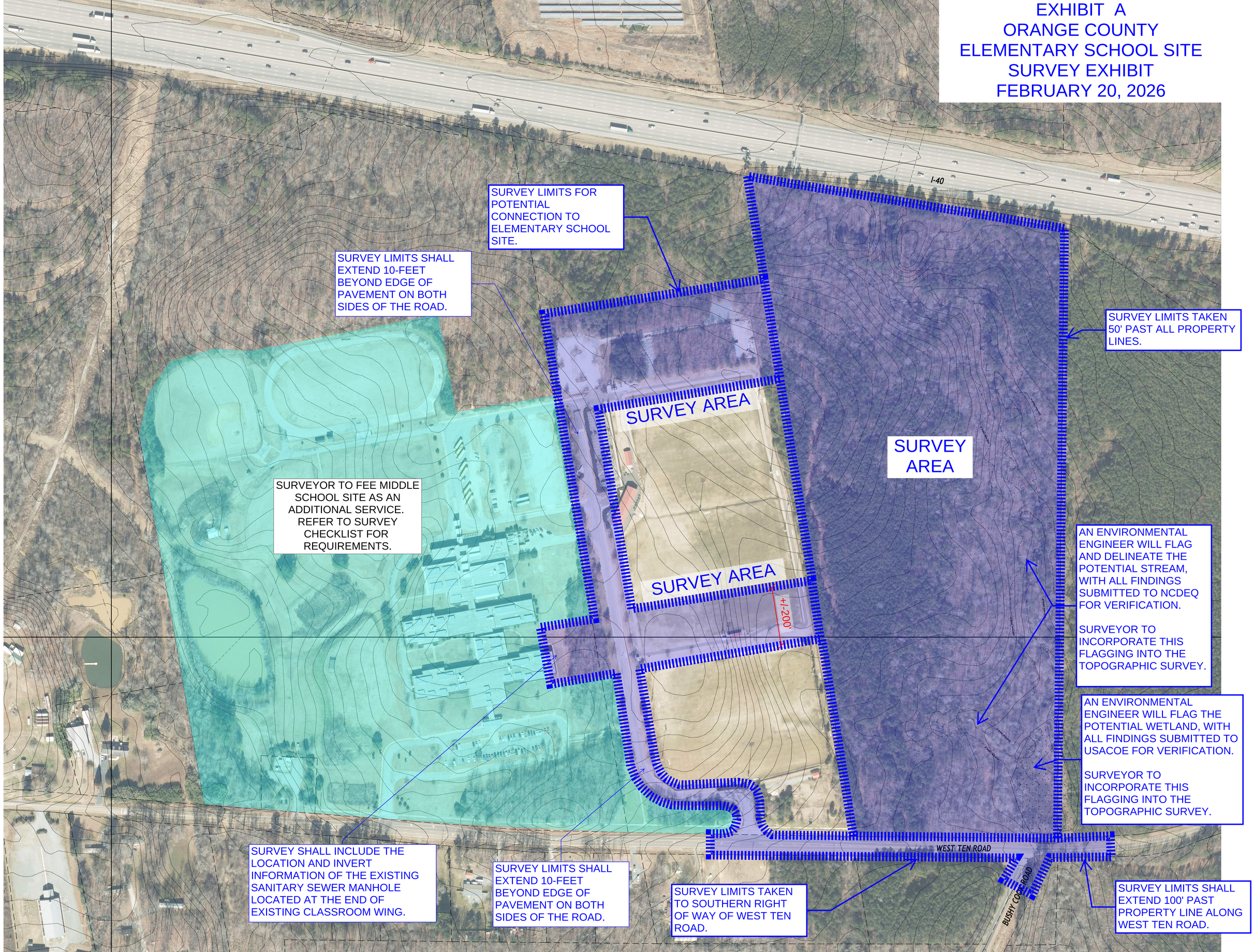
3.3. Locate the near-side bank of existing streams located within 150-ft of the boundary of the subject parcel. Note: This location information will be utilized to identify the limits of stream buffers which may impact the property.

SUBMISSION INSTRUCTIONS

Submit proposals electronically in PDF format no later than 2:00 PM March 5, 2026 to steve.hess@pmcnc.net.

Attachments: Exhibit A-OCS New ES Survey Limits, 1-Proposal Form, 2-Minority Form, 3-Instructions for RFP, 4-Terms & Conditions, 5-Insurance Requirements, 6-Federal Requirements.

EXHIBIT A
ORANGE COUNTY ELEMENTARY SCHOOL SITE SURVEY EXHIBIT
FEBRUARY 20, 2026



Attachment 1 PROPOSAL FORM

NOTICE TO VENDORS

Proposals are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

Failure to execute/sign proposal prior to submittal shall render bid invalid. Late proposals are not acceptable.

PARTNER:		FEDERAL ID
STREET ADDRESS:		
CITY & STATE & ZIP:		TELEPHONE NUMBER:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE		
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Please submit cost proposal on your own form as the final page(s) of the RFP.

Offer valid for 60 days from date of proposal opening unless otherwise stated here:

Attachment 2 MINORITY, WOMEN, SMALL BUSINESS INFORMATION

Pursuant to Orange County Board of Education policy and NC General Statutes, OCS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises and non-profit work centers for the blind and severely disabled.

Parties are required to complete the following information when submitting their response to this request:

Check all that apply:

- ☐ Minority Owned Business
- ☐ Woman Owned Business
- ☐ Small Business Enterprise

____ Yes, I certify that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

____ No, my company has not yet received HUB or MWBE certification but meets the above criteria.

____ No, my company is not a minority, woman, or small business enterprise.

Vendor Signature: _____

Date: _____

Print Name: _____

Attachment 3 INSTRUCTIONS FOR RFP

To: Prospective Parties

Thank you for your interest in the Orange County School System. Please review the following instructions prior to submitting your proposal.

Please include Attachment 1 Proposal Form, Attachment 2 Minority Form, along with a copy of your company's proposal form as a formal submittal to the point of contact for this RFP.

- Prior to submitting and executing the proposal, please make sure you read and understand the terms and conditions referenced. All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request For Proposals or on any contract that may be awarded resulting from this solicitation. The attachment of any other terms and conditions by the Offeror may be grounds for rejection of that proposal. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
- Please read carefully the section titled CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING THE RFP PROCESS. All questions should be directed only to the point of contact for this proposal.
- Offerors are cautioned that this is a request for offers, not a request to contract, and OCS reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of OCS.
- In submitting a proposal, the Offeror agrees not to use the results as part of any news release or commercial advertising.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation which is best for OCS. Vendors shall not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina. OCS reserves the right to waive any minor informality or technicality in proposals received.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period*—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of OCS regarding this solicitation. All communication should be directed in written form to the contact indicated above.*

Attachment 3 INSTRUCTIONS FOR RFP

VENDOR QUALIFICATIONS

- **VENDOR shall be licensed (when applicable) and approved to do business in the State of North Carolina.**
- Demonstrated experience in performing similar projects.
- Insurance requirements referenced within as well as any Federal, State and Local requirements shall be required and maintained.
- Vendor will be disqualified for consideration if they are listed on either the State of North Carolina debarred vendor registry, or the Federal Government debarred vendor registry.

  (Federal Government)
  https://www.sam.gov/SAM/pages/public/searchRecords/searchResults.jsf
  (State of North Carolina)
  https://ncadmin.nc.gov/documents/nc-debarred-vendors

COST PROPOSAL

- Partner shall provide pricing as an overall cost for the items/services listed above.
- Partner shall submit their cost proposal on their own form as the final page(s) of the RFP.
- Pricing shall be all inclusive, including labor, deliverables, supplies, travel, or other incidental costs.

ADDITIONAL REQUIRED SUBMITTALS

PROPOSAL EVALUATION

All proposals will be evaluated by representatives of OCS, who may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The services that are the subject of this RFQ/P are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFQ/P. This document, and not those statutes, will govern the selection process.

OCS shall not be required to award the contract to the lowest proposed compensation; nor shall have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action OCS deems advisable under all circumstances.

OCS is expected to make any final selection(s) based upon any factors or considerations deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. OCS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of and may consider any

factors, documents, or information it deems relevant in making that determination. OCS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of OCS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

Attachment 4 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.

2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Orange County Public 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.

3. **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.

4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.

5. **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.

6. **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.

7. **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.**

8. **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.

9. **RECYCLING AND SOURCE REDUCTION:** It is the policy of to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
   We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
   Companies are strongly urged to bring to the attention of which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.

10. **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 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.

11. **ACCEPTANCE AND REJECTION:** OCS 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.

12. **REFERENCES:** OCS reserves the right to require a list of users of the exact item offered. may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.

13. **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 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 to be pertinent or peculiar to the purchase in question. Unless otherwise specified by or the bidder, reserves the right to accept any item or group of items on a multi-item bid. also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, 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 to be pertinent or peculiar to the purchase in question.

Attachment 4 TERMS AND CONDITIONS

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, 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.

15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, 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.

16. **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 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.

17. **AWARD PROCEDURES:** Contract award notice shall be posted on website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.

18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.

19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to .

20. **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 , indicating the specific regulation which required such alterations. reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
G.S. 143-59.1 bars the 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.

22. **SITUS:** The place of this contract, its situs and forum, shall be Orange County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

24. **INSPECTION AT CONTRACTOR'S SITE:** 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 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.

25. **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 contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers.

26. **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.

27. **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.

28. **PATENT:** The contractor shall hold and save , 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 or disclosure of any information pursuant to the NC Public Records Act.

29. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor'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 contractor, may:
a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
In no event shall such approval and action obligate to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

30. **INSURANCE:**

Certificates of Insurance acceptable to shall be filed with 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 OCS, and that the Orange County Board of Education is listed as additional insured on general liability and automobile liability. Provider agrees to maintain the appropriate insurance outlined in Exhibit B. Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors and officers.

The successful vendor agrees to hold harmless and indemnify the Orange County Board of Education (OCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.

31. **GENERAL INDEMNITY:** The provider shall hold and save , 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 provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against agents who are involved in the delivery or processing of contractor goods to . The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.

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

33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.

34. **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 , in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
b. **Decreases:** shall receive full proportionate benefit immediately at any time during the contract period.
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 reserving the right to accept or reject the increase or cancel the contract. Such action by shall occur not later than 15 days after the receipt by 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.

35. **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.

36. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider 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 check 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 Provider'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 Provider 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 Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). 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 Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any individual to deliver goods or provide services pursuant to this Agreement 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 grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider 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 Agreement. 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 Agreement. reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if 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.

37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the internal auditors shall have access to persons and records as a result of all contracts or grants entered into by in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

38. **COMPLIANCE WITH E-VERIFY:** 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.

39. **COMPLIANCE WITH AFFORDABLE CARE ACT**: 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.

40. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, 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 bid, 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.

41. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

42. **GIFT PROHIBITION.** Provider acknowledges that it is subject to N.C.G.S. §§ 14-234 and 133-32, which prohibit contractors from providing items of value to school system officials and employees under various circumstances. N.C.G.S. § 14-234, in pertinent part, prohibits contractors from providing to specific school system officers/employees a gift, favor, reward, service, or promise of reward in exchange for recommending influencing or attempting to influence the award of a contract. N.C.G.S. § 133-32, in pertinent part, bars provision of gifts or favors to specific school system officers/employees by a contractor who has a contract, has performed under a contract in the last year, or anticipates bidding on a contract in the future. Provider covenants that no director, employee or agent of Provider, or any other person connected with Provider, has made, offered or given, either directly or indirectly, to any School System Board member, employee, or agent, or to any person connected with the School System, any gift, favor, or item of value in violation of either N.C.G.S. §§ 14-234 or 133-32. Provider agrees that a breach of this provision as identified by the school system may result in the School System's termination of this Contract without liability and/or at the School System's discretion, the recovery of any and all funds paid to Provider pursuant to this Contract. Provider further agrees that to the extent there exists any doubt as to whether its actions have violated, or could violate, this provision, Provider will promptly notify the school system so it can make a determination as to the propriety of the Provider's past or proposed future conduct

EXHIBIT G
ETHICS AND THE PURCHASING FUNCTION *Policy Code:* **6401/9100**

The Orange County Board of Education is committed to conducting the purchasing function in an ethical manner and in compliance with state and federal laws and regulations. The Board expects all employees who are directly or indirectly involved in any aspect of the purchasing function to be aware of and comply with all current state and federal laws and regulations as these standards apply to the school system's purchasing activities. The Board's purchasing goals and principles will not be compromised by individuals motivated by personal gain.

Employees directly or indirectly involved in any aspect of the school system's procurement, purchasing, and/or contracting process for apparatus, materials, equipment, supplies, services, real property, or construction or repair projects, regardless of source of funds, must adhere to the following standards of conduct and those established in any policies regarding employee conflict of interest and 8305: Federal Grant Administration.

1. Employees are expected to make all purchasing-related decisions in a neutral and objective way based on what is in the best interest of the school system and not in consideration of actual or potential personal benefit.

2. Employees shall not participate, directly or indirectly, in making or administering any contract from which they will obtain a direct benefit, unless an exception is allowed pursuant to law.

An employee obtains a direct benefit when the employee or his or her spouse will receive income, commission, or property under the contract, or the employee or spouse has more than a 10 percent interest in an entity that is a party to the contract. See G.S. 14-234 and any policies regarding employee conflict of interest.
Participation in making or administering a contract includes, but is not limited to, participating in the development of specifications or contract terms; obtaining or reviewing bids; preparation or award of the contract; and having the authority to make decisions about, interpret, or oversee the contract.

3. Employees shall not participate, directly or indirectly, in the selection, award, or administration of a contract supported in whole or part by a federal grant or award if the employee has a real or apparent conflict of interest. See 2 C.F.R. 200.318 and policy 8305: Federal Grant Administration.

A real or apparent conflict exists when the employee, his or her immediate family member or partner, or an organization which employs or is about to employ any of those individuals, has a financial or other interest in or receives a tangible personal benefit from a firm considered for a contract. For purposes of this subsection, a "financial interest" means a financial interest which comprises more than five percent of the equity of the firm or business or more than five percent of the assets of the economic interest in indebtedness. It does not include an ownership interest held through a fiduciary, such as *Policy Code:* **6401/9100** a mutual fund or blind trust, where the individual or individual's employer has no control over the selection of holdings.

4. Employees shall not influence or attempt to influence any person involved in making or administering a contract from which the employee will obtain a direct benefit as described in paragraph 2, above.

5. Employees shall not solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the school system.

6. Employees shall notify the superintendent or designee in writing if they have an actual or potential conflict of interest under this policy or applicable state or federal law that would disqualify them from performing any aspect of their job responsibilities.

7. Employees shall not solicit or accept trips, meals, gratuities, gifts, favors, or anything of monetary value from current or recent (within the past year) contractors, subcontractors, or suppliers, or any persons or entities that foreseeably may bid on a contract in the future, unless the item is an unsolicited gift of nominal value ($50 or less), and is one of the following: an advertising item or souvenir that is widely distributed; an honorarium for participating in a meeting; a meal provided at a banquet; or other item that is clearly permitted by state and federal law. Multiple permitted items from a single contractor may not exceed an aggregate value of $100 in a twelve-month period.

Employees shall inform existing and potential contractors, subcontractors, and suppliers about these restrictions.

8. Employees shall not solicit or accept any gift from a current or potential provider of E-rate services or products in violation of applicable federal E-rate program gifting rules.

9. Employees shall not divulge confidential information to any unauthorized person. Confidential information includes but is not limited to (1) the school system's cost estimate for any public contract, prior to bidding or completion of other

competitive purchasing processes; and (2) the identity of contractors who have obtained proposals for bid purposes for a public contract, until the bids are opened in public and recorded in the Board minutes.

10. An employee shall not misuse information in violation of G.S. 14-234.1. Specifically, an employee shall not, in contemplation of the employee's own official action or that of the Board or others acting on behalf of the school system, or in reliance on information known to the employee in his or her official capacity and not made public, to: a. acquire a financial interest in any property, transaction, or enterprise; b. gain a financial benefit that may be affected by the information or contemplated action; or c. intentionally aid another to acquire a financial interest or gain a financial benefit from the information or contemplated action.

The superintendent or designee shall ensure that all affected personnel are aware of Board policy requirements and applicable laws. Any individual aware of any violation of this policy, policy 2121: Board Member Conflict of Interest, any policies regarding employee conflict of interest, the conflict-of-interest provisions of policy 8305: Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280: Prohibition Against Retaliation. Employees who violate this policy, policy 2121, any policies regarding employee conflict of interest, or the conflict-of-interest provisions of policy 8305, will be subject to disciplinary action.

Legal References: 2 C.F.R. 200.318(c); 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 133-32, -33; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993

Attachment 5 Insurance Requirements

COMMERCIAL GENERAL LIABILITY, COMMERCIAL AUTOMOBILE LIABILITY, AND WORKERS COMPENSATION ARE STANDARD LINES OF COVERAGE REQUIRED FOR ALL ORANGE COUNTY BOARD OF EDUCATION AGREEMENTS

Type of Insurance	Type of Service	Minimum Insurance Limits
Commercial General Liability (CGL)_ for direct operations, contractual liability and completed operations with limits not less than those stated	All Services	$1,000,000 each occurrence Including Personal & Advertising Injury $1,000,000 each occurrence with $2,000,000 General Aggregate, and $2,000,000 Products/Completed Operations Aggregate and Medical Expense $5,000 (any one person)
Commercial Automobile Liability (CAL) including coverage for owned, hired, and non-owned vehicles: Enhanced Limits Automobile Liability	All Services operating vehicles on OCPS sites or transporting goods. Contact OCPS Risk Management For services that transport Students or Staff Contact OCPS Risk Management for Charter/Motorcoach Transportation	$1,000,000 per occurrence Combined Single Limit each accident. $2,000,000 per occurrence Combined Single Limit (for Hired Transportation example EC Transportation, Special Events) $5,000,000 per occurrence/Combined Single Limit required for Charter/Motorcoach Transportation Services
Workers Compensation (WC) including Occupational Disease and Employer's Liability Insurance.	All Services Required for any contractor with three or more W2 employees. Contractors not required by law to carry Workers Compensation may be required to provide proof of or attest the personal health insurance	Part A: Worker's Compensation Coverage – Statutory Limits as required by state of North Carolina Worker's Compensation laws. Part B: Employer's Liability Bodily Injury by Accident: $500,000 each accident Bodily Injury by Disease: $500,000 each employee Bodily Injury by Disease: $500,000 Policy Limit

OTHER INDUSTRY TYPES OF APPROPRIATE INSURANCE BELOW OR LIMITS ARE REQUIRED BY OCPS RISK MANAGEMENT DEPENDING UPON THE SCOPE OF SERVICES

Professional Liability Insurance (PL) Errors and Omissions (E&O)	Required for any services involving professional services such as architectural and/or engineering and design services. May include malpractice insurance if medical or mental health services are provided.	Minimum $1,000,000.
Sexual Misconduct Liability (SML) /Sexual Abuse/Molestation (SAM)	Required for any provider services when alone with students, including online services involving live chat. For allegations of sexual abuse by policyholders and those employed by them, whether founded or unfounded.	Minimum $1,000,000.
Cyber Liability (CL)	Required for any service with access to or exchange involving personally identifiable information or software applications.	Minimum Limit requirements $1,000,000 up to $5,000,000
Aircraft/Aviation General Liability (AGL)	Required for any services or presentations involving manned or unmanned flight. Most commercial general liability policies will not cover aviation-related exposures.	Minimum $1,000,000 for each occurrence + OCBOE Policy must be followed and WCPSS Risk Management must approve the flying pre-flight.
Pollution Liability	Required if hazardous waste / harmful substances are being utilized or disturbed.	Minimum $1,000,000. Each wrongful act with $2,000,000 aggregate
Commercial Crime Insurance (Included extension to third parties)	Required for contracted services that have access to OCPS sites while unsupervised example Custodial, Security	Minimum $1,000,000. Each wrongful act with $2,000,000 aggregate

Attachment 6 FEDERAL CONTRACTING REQUIREMENTS

Attachment is incorporated into the Goods and/or Service Contract between OCS and the Vendor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies, and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This *Attachment* identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they had complied and shall comply in the future with all applicable federal, state, and local laws, regulations, and rules and School System policies and procedures, as amended from time to time, relating to work to be performed under this Contract. The following provisions are specifically incorporated into this Contract.

1. Equal Employment Opportunity. In the event this Contract meets the definition of "federally assisted construction contract" set forth in 41 C.F.R. § 60-1.3, the Vendor agrees to all requirements set forth in 41 C.F.R. 60-1.4(b), which are incorporated by reference into this Contract.
2. Compliance with Davis-Bacon Act. In the event this Contract involves a prime construction arrangement for an amount in excess of $2,000, the Vendor agrees to comply with all provisions of the Davis-Bacon Act (40 U.S.C. §§ 1341-3144, 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
3. Compliance with Contract Work Hours and Safety Standards Act. In the event this Contract is for an amount in excess of $100,000 and involves the employment of mechanics or laborers, the Vendor agrees to comply with all requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Compliance with Regulations Regarding Rights to Inventions. In the event the federal funds expended on this Contract meet the definition of "funding agreement" under 37 CFR § 401.2 (a), and this Contract involves the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the District agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. Compliance with Clean Air Act and Federal Water Pollution Control Act. If the Contract is for an amount in excess of $150,000, the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
6. Compliance with Disbarment and Suspension Requirements. The Vendor certifies that it is not listed in the System for Award Management (SAM), as a party debarred, suspended, or otherwise excluded by agencies, or otherwise declared ineligible under statutory or regulatory authority.
7. Compliance with Byrd Anti-Lobbying Amendment. If the Contract is for an amount in excess of $100,000, the Vendor agrees to provide the District with the certifications required by 31 U.S.C. § 1352.
8. Compliance with Solid Waste Disposal Act. In the event the Contract involves the purchase of more than $10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, the Parties agree to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Vendor certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.