



NEW HANOVER COUNTY SCHOOLS

RFP: 218-9-27

TITLE: Pre-Positioned Remediation Services for New Hanover County Schools Facilities

USING AGENCY: NHCS Maintenance Department

ISSUE DATE: September 28, 2026

ISSUING AGENCY: New Hanover County School – Purchasing Department

Purchasing Officer Brad Lackey

2814 Carolina Beach Road, Wilmington, North Carolina, 28412

Sealed Proposals subject to the conditions incorporated herein by reference will be received until **2:00 p.m. October 20, 2026** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE. COST PROPOSALS SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. SUBMIT TWO SEALED ENVELOPES. ONE ENVELOPE CONTAINING TECHNICAL REQUIREMENTS AND ONE SEALED ENVELOPE CONTAINING COST PROPOSALS.

IMPORTANT NOTE: Indicate vendor name, “Technical Proposal” or “Cost Proposal”), and RFP number on the front of each sealed proposal envelope or package. Submit (5) copies and (1) original of the Technical Proposal and (1) original Cost Proposal. Technical Proposals and Cost Proposals must be submitted in separate envelopes.

Direct all inquiries concerning this RFP to: Brad Lackey (910)254-4417
brad.lackey@nhcs.net

All questions shall be submitted in writing and e-mailed to brad.lackey@nhcs.net. Questions will be received until 1:00 p.m., October 6, 2026.

INTRODUCTION

New Hanover County Schools is soliciting proposals from vendors to provide pre-positioned remediation services for New Hanover County School facilities during the 2026-2027 school year (date of award through June 30, 2027), with an option to renew an additional 4 years, in one-year increments. New Hanover County Schools intends to award contracts to entities utilizing a qualification-based selection process.

SCOPE OF SERVICES

This request is for services in the area of remediation. Services include assessment and remediation activities. Services are requested to be utilized in the event of an emergency, immediately following the emergency. The purpose of this contract is to provide an immediate response for cleanup due to incidents such as water or fire to any New Hanover County School facility. Services include but are not limited to response to and assessment of, drying, containment, decontamination, removal, treatment, transportation, disposal, and stabilization of building structure and its finishes, and/or other impacted District properties following a fire, water, or other related incident.

Bidder shall assume that facility requiring services are not powered and shall include temporary power needs for all equipment in the proposal.

All work authorized under this contract shall be performed in conformance with all applicable Federal, state, and local laws, regulations, and rules including the District's Board of Education policies.

New Hanover County is requesting bids for pre-positioned remediation services for New Hanover County School facilities. The building inventory consists of approximately 3.7 million square feet of space including 68 mobile classroom units. A list of these facilities is included in Attachment A.

PRICE SCHEDULE

The contract will be based upon estimated cost to perform the work as outlined in the Scope of Services. Prices proposed by the bidder shall include anything necessary to complete the work including mobilization, insurance, labor, equipment, fuel, overhead, profit, permits and applicable taxes, if any. No minimum or maximum quantity is implied or inferred by this contract.

All bids must be submitted using the attached Price Sheet/Bid Form.

THE PROCUREMENT PROCESS

The following is a general description of the process by which a vendor will be selected to provide services.

1. Request for Proposals (RFP) is issued to prospective contractors.
2. Technical Requirement proposals in **one original** and **five copies** will be received from each vendor in one sealed envelope. Each original shall be signed and dated by an official authorized to bind the firm. Cost proposals, original copy, shall be submitted in a separate sealed envelope. Unsigned proposals will not be considered. **NOTE:** No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. **If any cost information is included in the technical proposal and/or if any technical information is included in the cost proposal, the vendor's entire proposal will be rejected.**
3. All proposals are subject to the requirements outlined in the RFP and the terms and conditions included in Attachment B (SAMPLE - New Hanover County Board of Education Contract for Services). All responses shall be controlled by the terms and conditions in Attachment B. Responses are subject to rejection if submitted with terms and conditions that differ from those contained in the New Hanover County Board of Education Contract for Services. The New Hanover County Board of Education Contract for Services will be executed between New Hanover County Schools and the selected vendor(s) once the contract(s) is awarded.
3. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
4. Upon completion of the technical evaluation, the cost proposals of those vendors whose technical proposals have been deemed acceptable will be evaluated.
5. At their option, the evaluators may request oral presentations or discussion with any or all vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, vendors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the vendor.
6. Proposals will be evaluated according to completeness, content, and experience with similar projects, ability of the firm and cost. Each submission will be evaluated by a multi-representative reader panel according to the criteria set forth below: Award of a contract to one vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to New Hanover County Schools. New Hanover County Schools will make an award based on the proposal determined to constitute its best interest and recognizes the solicitation may result in an award other than the lowest price or highest technically qualified offer.

<u>TECHNICAL CRITERIA</u>	<u>POINTS</u>
SCOPE OF SERVICES	30
SERVICES APPROACH	15
QUALITY OF PERSONNEL	20
BACKGROUND, EXPERIENCE AND CAPACITY	20
REFERENCES	10
ADDITIONAL CAPABILITIES	5
TOTAL	100

7. Vendors are cautioned that this is a request for offers, not a request to contract, and New Hanover County Schools reserves the right to reject all offers when such rejection is deemed to be in the best interest of the District.

8. Vendors responding to this request for proposal should respond in accordance with the following format, in the order identified. The proposal should be concise and succinct and not include unnecessary material. Additional material may be submitted but will not be considered in evaluating the specific elements of the proposal.

8.1 Letter of Interest

8.2 Firm Overview

- a. The proposal should include vendor name, vendor address, vendor telephone number, vendor e-mail address, principal vendor contact person, type of service typically performed by the vendor, insurance information and incorporation information as required.

8.3 Scope of Services (described on page 2)

- a. Describe vendor intent and ability to address the scope of service

8.4 Services Approach

- a. The proposal should describe the vendor's approach to the services offered and the relationship of these services to the information specified under Introduction and Background.

8.5 Quality of Personnel

- a. List all key personnel the vendor will commit to these services. Identify all credentials that qualify these individuals to provide the services offered.

8.6 Background, Experience and Capacity

- a. Describe the vendor's background and experience in providing the services offered.

8.7 References

- a. List references with full name, addresses and phone numbers of past clients for whom similar services have been provided.

8.8 Additional Capabilities

- a. Describe the vendor's unique capabilities to provide additional and related services.

COST PROPOSAL

1. **Cost Proposals must be submitted in a separate sealed envelope. Indicate the Proposal Number, Cost Proposal, and Name of Vendor on the envelope. Additional detailed information regarding the vendor's cost proposal may be included in the sealed envelope. This page must be completed for consideration.**
 2. Pricing shall remain fixed for the full contract term, including any approved renewal periods, unless otherwise agreed to, in writing by the district.
 3. By submitting this proposal, the potential contractor certifies the following.
 - a. This proposal is signed by an authorized representative of the vendor.
 - b. It can obtain insurance certificates, if required within 10 calendar days after notice of award.
 - c. The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
5. Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within forty-five (45) days from the date of the opening, to furnish the subject services as indicated:

Pre-Positioned Remediation Services for New Hanover County Schools Facilities

***Please attach and submit Time and Material Price List
Annual Retainer, if Applicable:**

FIRM: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

BY: _____ TITLE: _____
(Signature)

(Typed or Print Name) DATE: _____

THIS PAGE MUST BE SIGNED AND SUBMITTED WITH PRICE LIST IN A SEPARATE SEALED ENVELOPE. DO NOT INCLUDE THIS FORM OF PROPOSAL WITH THE TECHNICAL REQUIREMENT PROPOSAL. UNSIGNED PROPOSALS MAY NOT BE CONSIDERED.

INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** New Hanover County Schools reserves the right to reject any and all proposals, to waive any informality in proposals and to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **EXECUTION:** Failure to sign the Cost Proposal in the indicated space will render proposal non-responsive and shall be rejected.
5. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and, in the spaces provided in this document. Further, if required elsewhere in this proposal, each vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products or services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
6. **PARTICIPATION BY BUSINESSES:** New Hanover County Schools is committed to promoting full, fair, and open competition in all procurement activities. In accordance with applicable federal law, North Carolina law, and Board of Education policy, the District encourages participation by all qualified vendors and seeks to ensure that procurement opportunities are conducted in a manner that is transparent, competitive, and accessible to the business community.
7. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, New Hanover County Schools will maintain confidential trade secrets that the vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in

accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential when possible.

8. **PROTEST PROCEDURES:** When a vendor wishes to protest a Contract resulting from this solicitation with an awarded amount of at least \$25,000, a vendor shall submit a written request addressed to the New Hanover County Schools Purchasing Director 2814 Carolina Beach Road, Wilmington, North Carolina 28412. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters **shall** contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims. **Note:** Contract award notices are sent only to the vendor who is awarded the Contract, and not to every person or vendor responding to a solicitation. Proposal status and Award notices can be obtained by calling (910) 254-4417.
9. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa. All times referenced within this Request for Proposal are understood to be Eastern Standard Time.
10. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. Vendors shall not have any communication with the using or issuing agency, or any other representative of New Hanover County Schools concerning the solicitation, during the evaluation of the proposals (i.e., after receipt of the proposals and before the award of the Contract), unless New Hanover County Schools directly contacts the vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A vendor shall not: (a) transmit to New Hanover County Schools any information commenting on the ability or qualifications of any other vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of New Hanover County Schools, from the Contract award. Only those communications with New Hanover County Schools are authorized by this RFP are permitted.

- 11. WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing and received by New Hanover County Schools prior to the date and time proposals are due. A withdrawal request must be on vendor's letterhead and signed by an official of the vendor authorized to make such request. Any withdrawal request made after the date and time proposals are due shall be allowed only for good cause shown and in the sole discretion of New Hanover County Schools.
- 12. INFORMAL COMMENTS:** New Hanover County Schools shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of New Hanover County Schools during the competitive process or after award. New Hanover County Schools is bound only by information provided in this RFP and in formal Addenda issued.
- 13. COST FOR PROPOSAL PREPARATION:** Any costs incurred by the vendor in preparing or submitting offers are the vendor's sole responsibility; New Hanover County Schools will not reimburse any vendor for any costs incurred prior to award.
- 14. FIRM'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the vendor and answer questions or provide clarification concerning the vendor's proposal.
- 15. SUBCONTRACTING:** Unless expressly prohibited, a vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that vendor includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for the vendor itself.
- 16. INSPECTION AT FIRM'S SITE:** New Hanover County Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for New Hanover County School's 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.
- 17. RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendor shall become the property of New Hanover County Schools when received.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 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"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must 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.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

IX. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Domestic Procurement Preference. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products. For the purposes of this clause, (i) “produced in the United States” means, for iron and steel products,

that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Program Fraud and False or Fraudulent Statements or Related Acts. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract. XIV. 2 C.F.R. prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract, to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential components of any system, or as critical technology as part of any system.

Federal Government Hold Harmless. This Agreement is made upon the express condition that the United States of America, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States of America, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

Domestic Preference Clause. Pursuant to 2.C.F.R. 200.322 Contractor, as appropriate and to the extent consistent with law, should, to the greatest extent practicable

under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement and other manufactured products.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting Business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting Business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

Responders to this solicitation shall show appropriate insurance coverage levels for providing the types of services described above. Upon selection, the selected firm shall provide specific insurance certificates naming New Hanover County Schools as an additional insured for the required insurance categories of coverage as outlined below:

Vendor agrees to maintain Commercial General Liability of \$1,000,000 for each occurrence with \$2,000,000 General Aggregate. Vendor shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services listed in the Board of Education Contract for Services. Automobile Liability Insurance is not required if the vehicle is not being used in the implementation of the contract. Vendor also agree to maintain \$1,000,000 in professional liability insurance if the vendor is engaged in a professional service pursuant to the final contract. The Board of Education shall be named by endorsement as an additional insured on the general and automobile liability policies. Certificates of such insurance shall be furnished by the vendor to NHCS and shall contain endorsement to provide the District at least 10 days' written notice of any intent to cancel or terminate by either the vendor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under the final contract and shall be grounds for immediate termination of the contract.

NEW HANOVER COUNTY SCHOOLS

RFP 218-9-27 - PRE-POSITIONED REMEDIATION SERVICES FOR NEW HANOVER
COUNTY SCHOOL FACILITIES

STATEMENT OF ASSURANCES AND COMPLIANCE

(To be submitted with your Bid)

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders, the Draft Contract, the Scope of Work and the Price Sheet/Bid Form found in the bidding documents have been read and understood.

The bidder hereby provides assurance that the vendor represented in this bid, as indicated below:

- 1) Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document:
- 2) Currently complies with all applicable State and Federal Laws:
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
- 4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

Name of Vendor

Name of Vendor Representative

Title

E-VERIFY

(To be submitted with your Bid)

STATE OF _____

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of _____ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor

or equivalent program used to verify the work authorization of newly hired employees pursuant

to federal law in accordance with NCGS §64-25(5).

2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee

through E-Verify in accordance with NCGS§64-26(a).

3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. **(Mark Yes or No)**

a. YES _____, or

b. NO _____

4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.

This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the

____ day of _____, 20__

My Commission Expires: _____

Notary Public

(Affix Official/Notarial Seal here)

(To be submitted with your Bid)

Name of Bidder: _____

IRAN DIVESTMENT ACT CERTIFICATION

REQUIRED BY N.C.G.S. 147-86.55 et. seq.

As of the date listed below, the Contractor listed above or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-

86.58.

The undersigned hereby certifies that he or she is authorized by the Contractor listed above to

make the foregoing statement.

Signature _____ Date _____

Printed Name _____ Title _____

Notes to persons signing this form:

N.C.G.S. 147-86.59 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.60 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize

any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this

bid or bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction

by any Federal department or agency.

(2) The prospective Bidder/Contractor also certifies by submission of this bid or bid that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels)

are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any

of the statements in this certification, such prospective participant shall attach an explanation to this bid or bid.

The lower tier participant (Bidder/Contractor), _____ certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

Date _____ Signature of Bidder's Authorized Official _____

Printed Name _____

State of _____ County of _____

Subscribed and sworn to before me this _____ day of _____, 20__ .

Notary Public: _____

My Appointment Expires: _____

(To be submitted with all bids)

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date _____ Signature of Bidder's Authorized Official _____

Printed Name and Title of Contractors Authorized Official _____

Attachment A

Facility	Address
Alderman Elementary	2025 Independence Boulevard
Anderson Elementary	455 Halyburton Memorial Parkway
Ashley High Main, Field House, Mobile	555 Halyburton Memorial Parkway
Isaac Bear Early College	4702 MacMillan Avenue
Bellamy Elementary	70 Sanders Road
Blair Elementary	6510 Market Street
Bradley Creek Elementary	6211 Greenville Loop Road
Carolina Beach Elementary	400 South Fourth Street Carolina Beach, NC 28428
Castle Hayne Elementary	3925 Roger Haynes Drive Castle Hayne, NC 28429
Codington Elementary	4321 Carolina Beach Road
College Park Elementary	5001 Oriole Drive
D.C. Virgo	813 Nixon Street
Eaton Elementary	6701 Gordon Road
Forest Hills Elementary	602 Colonial Drive
Freeman School of Engineering	2601 Princess Place Drive
Gregory, International School at	1106 Ann Street
Hoggard High: Carpentry Shop, Stadium	4305 Shipyard Boulevard

Main Building	
Holly Shelter Middle	3921 Roger Haynes Drive Castle Hayne, NC 28429
Holly Tree Elementary	3020 Web Trace
Howe Pre-K Center	1020 Meares Street
Johnson Pre-K Center	1100 McRae Street
Lake Forest Academy	1806 South 15 th Street
Laney High	2700 N. College Road
Mosley, Career Readiness Acad.	3702 Princess Place Drive
Minnie Evans Art Center	555 Halyburton Memorial Parkway
Murray Middle, Murray Mobile	655 Halyburton Memorial Parkway
Murrayville Elementary	225 Mabee Way
Myrtle Grove Middle	901 Piner Road
New Hanover High	1307 Market Street
New Hanover High-Field House	1200 Ann Street
New Hanover Lacrosse	424 South 13 th Street
Noble Middle	6520 Market Street
Ogden Elementary	3637 Middle Sound Loop Road
Masonboro Elementary	3518 Masonboro Loop Road
Pine Valley Elementary	440 John S. Mosby Drive
JC Roe Academy	2875 Worth Drive
Roland-Grise Middle	4412 Lake Avenue

Snipes Academy of Arts & Design	2150 Chestnut Street
Southeast Area Technical High	5301 Sidbury Road, Castle Hayne
Sunset Park Elementary	613 Alabama Avenue
Trask Middle	2900 N. College Road
Virgo Middle	813 Nixon Street
Williams Elementary	801 Silver Lake Road
Williston Middle	401 South 10 th Street
Winter Park Elementary	204 S. MacMillan Avenue
Wrightsboro Elementary	2716 Castle Hayne Road
Wrightsville Beach Elementary	220 Coral Drive Wrightsville Beach, NC 28480

Facility	Address
Administration Building	6410 Carolina Beach Road
Board of Education Center	1805 South 13 th Street
Bus Garage at CBRC	2814 Carolina Beach Road
Northern Transportation	4805 Dairy Farm Road
Carolina Beach Road Complex	2814 Carolina Beach Road
Child Nutrition	1802 South 13 th Street
Dale K. Spencer Building	1802 South 15 th Street
Testing Building	1807 South 13 th Street

ATTACHMENT B

Budget Contract # _____

NEW HANOVER COUNTY BOARD OF EDUCATION CONTRACT FOR _____ SERVICES

This contract for _____ services is made and will begin on _____ day of _____ 20____, between the New Hanover County Board of Education (NHCS), 6410 Carolina Beach Rd., Wilmington, NC 28412 and _____ (the "Vendor"), _____ (VENDOR'S ADDRESS).

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

1. Obligations of Vendor. Vendor hereby agrees to provide services to the NHCS as follows: 1.1.

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

- 1.2. Qualifications of Vendor. _____ (THIS IS OPTIONAL)

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

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

2. Obligations of the NHCS.

- 2.1. The NHCS hereby agrees to compensate Vendor at a rate or in the amount of \$ _____

(INSERT RELEVANT TIME PERIOD OR OTHER MEASURE FOR CALCULATING PAYMENTS—E.G., HOUR, DAY, MILE, SQUARE FOOT, ETC.) for services rendered, with total payments not to exceed \$ _____ (INSERT NOT-TO-EXCEED AMOUNT). With the School System's written consent, payments may be made in monthly installments for work performed and accepted during the previous month.

- 2.2. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the NHCS will be under no obligation to compensate Vendor for services not rendered.

- 2.3.

(SPECIFY ANY ADDITIONAL OBLIGATIONS OF THE NHCS, INCLUDING REIMBURSEMENT OF EXPENSES. DELETE IF N/A)

3. Term. The services described in the Contract will be provided from _____ through _____ unless sooner terminated as herein provided.

4. Compensation. The NHCS hereby agrees to compensate Vendor in the amount of \$_____ once all services have been rendered in accordance with the terms of this Contract. Vendor shall provide NHCS with invoice(s) referencing the contract number, itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by NHCS. The NHCS shall process payments to Vendor within forty-five (45) days of submission of such invoice(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the NHCS will be under no obligation to compensate Vendor for services not rendered.
5. Termination for Convenience. The NHCS may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the NHCS to Vendor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Vendor pursuant to this Contract shall, at the request of the NHCS be turned over to it and become its property. If the Contract is terminated by the NHCS in accordance with this section, the NHCS will pay Vendor at the rate set out in Section 2.1 for all services performed as of the date of termination.
6. Termination for Default. At any time, the NHCS may terminate this Contract immediately and without prior notice if Vendor is unable to meet goals and timetables or if the NHCS is dissatisfied with the quality of services provided.
7. Terms and Methods of Payment. Vendor shall submit to the NHCS monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the NHCS. Such invoices shall be submitted within thirty (30) days of the rendering of services. The NHCS shall process payments to Vendor within forty-five (45) days of submission of such invoices. Invoices should be sent to Accounts Payable at accountspayable@nhcs.net located 6410 Carolina Beach Road, Wilmington NC 28412, for review and approval.
8. Contract Funding. It is understood and agreed between Vendor and the NHCS that the NHCS's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. Insurance. Vendor agrees to maintain Commercial General Liability of \$1,000,000 for each occurrence with \$2,000,000 General Aggregate. Vendor shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Automobile Liability Insurance is not required if the vehicle is not being used in the implementation of this contract. Vendor also agrees to maintain \$1,000,000 in professional liability insurance if the Vendor is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the general and automobile liability policies. Certificates of such insurance shall be furnished by Vendor to the NHCS and shall contain an endorsement to provide the NHCS at least 10 days' written notice of any intent to cancel or terminate by either Vendor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
10. Taxes. Vendor shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
11. Monitoring & Auditing. Vendor shall cooperate with the NHCS, or with any other person or agency as directed by the NHCS, in monitoring, auditing, or investigating activities related to this Contract. Vendor shall permit the NHCS to evaluate all activities conducted under this contract as dictated by the NHCS. Vendor shall provide auditors retained by the NHCS with access to any records and files related to the provision of services under this Contract. The NHCS

agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Vendor accessed during an audit conducted under this Contract.

12. Confidentiality of Student Information. Vendor agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the NHCS under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the NHCS's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Vendor will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Vendor. Vendor shall not forward to any person other than parent or the NHCS any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the NHCS. Upon termination of this Contract, Vendor shall turn over to the NHCS all student records or personally identifiable information about students obtained by Vendor while providing services under this Contract. Nothing in this Contract gives Vendor any right to access any student records or personally identifiable information.
13. Lunsford Act. Vendor also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Vendor shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents, subcontractors and independent contractors ("Contractual Personnel") who will engage in any service on or delivery of goods to NHCS property or at a NHCS sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Vendor'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/>. Vendor shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its Contractual Personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Vendor shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Vendor's execution of the Contract and prior to performing any services on NHCS property. In addition, Vendor agrees to conduct the registry checks and provide a supplemental certification form before any additional Contractual Personnel are used to deliver goods or provide services pursuant to this Contract. Vendor further agrees to conduct annual registry checks of all Contractual Personnel and provide annual certifications at each anniversary date of this Contract. Vendor shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Vendor 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 NHCS upon request. Vendor specifically acknowledges that the NHCS retains the right to audit these records to ensure compliance with this section at any time in the NHCS's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.
14. Indemnification. Vendor shall indemnify and hold harmless the NHCS and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Vendor or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
15. Relationship of Parties. Vendor shall be an independent contractor of the NHCS, and nothing herein shall

be construed as creating a partnership or joint venture; nor shall any employee of Vendor be construed as an employee, agent, or principal of the NHCS.

16. Compliance with Applicable Laws. Vendor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Vendor shall not employ any individuals to provide services to the NHCS who are not authorized by federal law to work in the United States. Vendor 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. Vendor 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. Vendor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the NHCS. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
17. Restricted Companies Lists. Vendor represents that as of the date of this Contract, Vendor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Vendor also represents that as of the date of this Contract, Vendor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
18. Anti-Nepotism. Vendor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the New Hanover County Board of Education or of any principal or central office staff administrator employed by the NHCS. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Vendor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Vendor shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the NHCS, the existence of a family relationship covered by this Contract is grounds for immediate termination by NHCS without further financial liability to Vendor.
19. Applicable School Board of Education Policies. Vendor acknowledges that the New Hanover County Board of Education has adopted policies governing conduct on NHCS property and agrees to abide by any and all relevant Board policies while on NHCS property. The Vendor acknowledges that Board’s policies are available on the NHCS’s website.
20. Assignment. Vendor shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the NHCS.
21. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the NHCS and Vendor.
22. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
23. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.
24. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements, and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

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

Exhibit

A: _____

(INSERT NAME OF SCOPE OF SERVICES EXHIBIT)

Exhibit B: _____

(INSERT NAME OF ADDITIONAL EXHIBIT OR "N/A")

26. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
27. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
28. Authority to Enter Contract. The person(s) executing this Contract on behalf of Vendor have authority to do so as an official, binding act of Vendor.

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

**NEW HANOVER COUNTY
BOARD OF EDUCATION**

VENDOR

Budget Manger or Principal Signature

Authorized Signature

If needed, Board Approval

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

Ashley Sutton, Chief Finance Officer

Date

SEXUAL OFFENDER REGISTRY CHECK CERTIFICATION FORM

Please submit this form to your school system's representative

Project Name: _____ Contract: _____

Check the appropriate box to indicate the type of check:

☐ Initial ☐ Supplemental ☐ Annual

I, _____, _____ of _____
(name) (title) (company name)

hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all Contractual Personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov>.)

I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion.

I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional Contractual Personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names	Job Title
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

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

(print name)

(signature)

(title)

(date)