PENDER COUNTY SCHOOLS **PURCHASING DEPARTMENT**	**INVITATION FOR BIDS NO. 2026-MEDIA-001** Bids Due: July 9, 2026 Bids will be publicly opened: July 13, 2026
Refer ALL Inquiries to: Craig Lawson Director of Digital Learning and Media	Contract Type: Agency
E-Mail: craig_lawson@pender.k12.nc.us	Commodity: Library Books, School Library Collections, Cataloging/Processing Services, Collection Transition Services, and District Library Materials Purchasing
(See page 2 for mailing instructions.)	Using Agency Name: Pender County Schools

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, must be delivered at this office (925 Penderlea Hwy, Burgaw, NC) by 4:00 PM EDT on July 9, 2026, for furnishing and delivering the commodity as described herein. Bids will be publicly opened July 13, 2026 at 1:00 PM EDT at the same address. Refer to page 2 for proper mailing instructions.

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

Bidders Signature: _____

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

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

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

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

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non re- usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

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

DELIVER TO:
BID NO. 2026-MEDIA-001 Pender County Schools Purchasing Department 925 Penderlea Hwy Burgaw, NC 28425

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

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

AWARD CRITERIA: As provided by statute, award will be based on the lowest responsive, responsible bid (most advantageous to Pender County Schools) as determined by consideration of:

1. **Price and Overall Value:** Prices, discounts, fees, shipping, processing costs, warranty/replacement options, and overall value to PCS.
2. **Quality and Availability of Materials:** Quality, currency, relevance, student appeal, publisher access, title availability, digital resource options, and appropriateness for K-12 school library collections.
3. **Vendor Experience and Capacity:** Vendor qualifications, K-12 school library experience, demonstrated success with similar projects, staffing, project management capacity, and ability to meet timelines.
4. **Cataloging, Processing, and System Compatibility:** Shelf-ready processing, labeling, barcoding, MARC record quality, quality control, and compatibility with the Follett Software Destiny Library Resource Management Program, which is provided by Follett Software.
5. **Implementation, Support, and Services:** Collection development support, customized title lists, collection analysis, relabeling, boxing, moving, delivery, setup, training, account management, reporting, and customer support.

The right is reserved to award this contract to a single overall bidder on all items, or to make awards on the basis of individual items or groups of items, whichever shall be considered by Pender County Schools to be most advantageous or to constitute its best interest in accordance with State statute. Bidders should show unit prices, but are requested also to offer a lump sum price.

BID EVALUATION: Bids are requested on the items and/or equipment as hereinafter specified or like items similar in design, function and performance. Pender County Schools reserves the right to reject any bid on the basis of function, compatibility with user requirements of utility as well as costs. Bidder(s) are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

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

that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

MAKE AND MODEL: Manufacturer's name and model/catalog numbers used are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

EQUIPMENT/SERVICES TO BE PURCHASED

Equipment/Services to Be Purchased	Planning Quantity/Scope	Description	Pricing Requested
J. H. Lea Elementary School Opening Collection	Approx. building capacity: **800 students**	Development of a new, opening-day elementary school library collection. Vendor should propose a comprehensive collection development plan based on the projected capacity of the school, current K–5 library collection standards, student interest, curriculum support, reading engagement, collection balance, shelf-ready processing, MARC records, delivery, and setup needs.	Vendor shall provide a proposed collection plan, itemized pricing, available discounts, processing/cataloging costs, shipping/delivery costs, and any optional services.
J. H. Lea Middle School Collection Transition and Update	Approx. building capacity: **1,515 students**	Transition of the existing Topsail Middle School collection to J. H. Lea Middle School, including collection analysis, weeding support, relabeling due to school name change, boxing/packing, moving coordination, processing support, and recommendations for updated titles needed to refresh and strengthen the collection for the new facility.	Vendor shall provide itemized pricing for collection analysis, relabeling, packing/boxing, moving/logistics support, processing, MARC records, updated title recommendations, the purchase of new library books and supporting materials needed to refresh/update the middle school collection, and any optional setup services.
Annual PCS Library Books and Supporting Materials Contract	Approx. **10,618 students** across **19 schools** and **17 media centers**	Districtwide annual library books and supporting library materials purchasing for PCS schools. This contract will support ongoing collection development, replacement of outdated/worn materials, student-interest titles, curriculum support, and district library collection improvement goals.	Approximate annual purchasing amount: **$150,000.00**, subject to available funding, approved purchase orders, and district needs. Vendor shall provide discounts, fees, processing costs, shipping terms, and service pricing.

Note: Quantities, capacities, enrollment figures, and annual purchasing amounts are planning estimates only and do not guarantee minimum or maximum purchases. PCS reserves the right to award by component, line item, group of components, or overall proposal, whichever is determined to be in the best interest of the district.

(Please see specifications on Page 10)

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

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

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

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

TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. Additional standard terms and conditions that may apply to a contract award under this Invitation for Bids are included as Attachment E.

2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Pender County Schools ("PCS" or "Owner") 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", "CONTRACTOR," OR "PROVIDER":** 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 the EXECUTION section will render the 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, the 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 the 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 PCS 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 PCS 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 PCS 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:** PCS 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:** PCS reserves the right to require a list of users of the exact item offered. PCS 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 responsive, responsible bid most advantageous to PCS as determined in accordance with this Invitation for Bids and State statute. Unless otherwise specified by PCS or the bidder, PCS reserves the right to accept any item or group of items on a multi-item bid. PCS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, PCS 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 PCS to be pertinent or peculiar to the purchase in question.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, PCS 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, PCS 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. Requests for the return of samples must be made within 10 days following the date of bid opening. Otherwise the samples will become PCS 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 PCS 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, PCS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. PCS reserves the right to require performance bonds or other acceptable alternative guarantees from successful bidders without expense to PCS.

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 PCS, indicating the specific regulation which required such alterations. PCS 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 PCS 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 Pender 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:** PCS 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 PCS 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 PCS, 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 PCS or disclosure of any

device or appliance manufactured or used in the performance of this contract, including use by PCS 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, PCS 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 the contractor as a joint payee on the contractor's payment check.
In no event shall such approval and action obligate PCS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

30. INSURANCE:

A. **Worker's Compensation** including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Workers Compensation laws. Employer's Liability - At least

Part A	Bodily Injury	Statutory Limits
Part B	By Accident	$500,000 each accident
	By Disease	$500,000 policy limit
		$500,000 each employee

B. **Public liability and Property Damage Insurance** - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

	Occurrence:
General Aggregate	$2,000,000
Premises Operations	$1,000,000
Personal & Advertising Injury	$1,000,000

C. **Comprehensive Automobile Liability Insurance**, including coverage for owned, hired and non-owned vehicles: A Combined Single Limit for bodily injury and property damage limit of not less than $1,000,000; and $2,000 medical payments.

D. **Certificates of Insurance** acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Owner, and that the Pender County School Board of Education is listed as additional insured on general liability.

The successful bidder agrees to hold harmless and indemnify the Pender County Schools Board of Education (PCSBOE) and PCS for any liability that may arise from the negligent or illegal acts of the bidder's employees or agents.

31. **GENERAL INDEMNITY:** The provider shall hold and save PCS, 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 PCS agents who are involved in the delivery or processing of contractor goods to PCS. 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 PCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by a copy of the manufacturer's official notice or other acceptable evidence that the change is general in nature.
    B. **Decreases:** PCS shall receive full proportionate benefit immediately at any time during the contract period.
    C. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with PCS reserving the right to accept or reject the increase, or cancel the contract. Such action by PCS shall occur not later than 15 days after the receipt by PCS 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

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 checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the 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 any future agreements related to this bidding process ("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. PCS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if PCS 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 PCS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by PCS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and PCS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

PCS Purchasing Department Ethics Policy and Standards of Conduct

All purchasing department employees conducting business transactions on the behalf of the Pender County Schools hold positions of public trust which dictates that their actions be governed by the highest standards of personal and business conduct. Each employee must exhibit the highest standards of honesty, integrity, and fairness when engaging in any activity concerning the school system, particularly in relationships with vendors, suppliers, the public and other employees.

Employees shall perform their jobs in a competent and ethical manner without violating the public trust or applicable law, policies, and regulations.

CONFLICT OF INTEREST:
The following acts are deemed by state law and/or the Board of Education to be in conflict with the interests of the Pender County Schools.

1. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the supplying of any goods, wares, merchandise materials, supplies, services, or equipment to the Pender County Schools. Approved extended employment shall not be a violation of this.
2. An employee shall not, for personal financial gain, solicit or sell or have any pecuniary (financial) interest in the sale of any goods, wares, merchandise, materials, supplies, equipment, or services to students or employees of this school system at school, on school premises, or any Pender County Schools facility.
3. An employee shall not act as an agent for any manufacturer, merchant, dealer, publisher, or author seeking to sell any goods, wares, merchandise, materials, supplies, services, or equipment to the Pender County Schools.
4. An employee shall not receive or accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for influencing or recommending to the school system or any school that it use a seller's goods, wares, merchandise, materials, supplies, services, or equipment.

An employee shall not use for personal financial gain, any school facilities, supplies, equipment, or student labor (student labor during regular school hours), in the manufacture, creation, or repair of any goods, wares, or merchandise for sale, or for the providing of services to the general public. However, this provision shall not prohibit the renting of school facilities to school employees in accordance with Community Schools' policies and regulations. 6. Except as allowed by state law (N.C.G.S. §§14-234, 143-58.1), no employee shall use the powers, policies, and procedures of the State's Division of Purchase and Contract or the school system's Purchasing Division to purchase or procure any property or service for private use or benefit.

NEPOTISM:
No employee shall approve any contract with or purchase any goods or services from any immediate family member without disclosure to and approval of the Finance Officer. In addition, no employee shall recommend the employment of or directly supervise or evaluate any immediate family member without disclosure to and approval of the Assistant Superintendent of Human Resources. Immediate family includes employee's spouse, parents, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters- in-law, brothers-in-law, and sisters-in-law. In addition, for the purpose of this regulation, anyone living in the same household with the employee is considered a member of the immediate family. , internal auditors, external audit firm (contracted to perform the annual audit), or any persons authorized by the Superintendent or the Finance Officer to receive it.

GIFTS TO EMPLOYEES:
School system employees shall not accept any gifts except token gifts of insubstantial value. School system employees shall not accept any gift, reward, gratuity, or other compensation from any manufacturer, merchant, dealer, publisher, or author for the purpose of influencing or recommending to the school system or any school the use of a seller's goods, wares, merchandise, materials, supplies, services, or equipment. Refer to Policy: 3243/4243

1. Purpose and Background

Pender County Schools (PCS) is soliciting proposals from qualified vendors (“Vendor” or Offeror”) to provide library book collections, processing services, cataloging records, collection development support, relocation/relabeling services, and annual library materials purchasing support for PCS schools
.
This solicitation is intended to establish a comprehensive partnership that supports three related needs:

- Development of a new opening-day library collection for J. H. Lea Elementary School for the 2027-2028 school year.
- Evaluation, weeding support, relabeling, boxing, moving, processing, and updating of the existing Topsail Middle School collection as the school transitions to J. H. Lea Middle School for the 2027-2028 school year.
- Selection of a contracted vendor for districtwide PCS library books and supporting library materials purchases for a three-year contract beginning with the 2026-2027 school year and continuing through the end of the 2028-2029 school year, with the option to renew for five (5) additional one-year periods upon mutual written agreement of both parties. This annual purchasing component is anticipated to support approximately 10,618 students across 19 schools and 17 media centers, with an estimated annual purchasing amount of approximately $150,000.00, subject to available funding, approved purchase orders, and district needs.

PCS seeks a vendor with demonstrated experience supporting K-12 school library media programs, new-school opening collections, large-scale book purchasing, shelf-ready processing, MARC record delivery compatible with Destiny Library Resource Management program provided by Follett Software, collection analysis, project management, and responsive customer support.

2. Project Overview and Estimated Budget

PCS is seeking proposals that allow vendors to recommend the best collection development, processing, transition, and service plan based on the projected needs of the district rather than a fixed predetermined purchase amount for each J. H. Lea project component.

For the J. H. Lea Elementary School opening collection and the J. H. Lea Middle School collection transition/update, vendors should use the approximate building capacity for each school to propose a thoughtful, scalable, and cost-effective plan. Proposals should clearly explain the recommended collection size, collection development approach, processing services, implementation timeline, and all related costs.

For the annual PCS library books and supporting materials contract, vendors should use an approximate district enrollment of 10,618 students across 19 schools and 17 media centers. PCS anticipates approximately $150,000.00 annually for districtwide library books and supporting materials, subject to available funding, approved purchase orders, and district needs.

Project Component	Estimated Scope / Planning Assumptions	Pricing Expectation	Anticipated School Year / Use
J. H. Lea Elementary School Opening Collection	New elementary school collection for a projected building capacity of approximately **800 students**. Collection should support an exemplary opening-day K–5 library aligned to current collection development guidance, student interest, curriculum support, reading engagement, and long-term sustainability.	Vendor shall propose a recommended collection plan and itemized cost based on projected building capacity, collection goals, processing needs, delivery, and setup requirements.	Planning during 2026–2027; opening for 2027–2028

J. H. Lea Middle School Collection Transition and Update	Existing Topsail Middle School collection will transition to J. H. Lea Middle School. Work may include collection analysis, weeding support, relabeling due to name change, boxing, moving coordination, processing, and purchasing updated titles to refresh and strengthen the collection for the new facility. Approximate building capacity: **1,515 students**.	Vendor shall propose itemized pricing for collection analysis, relabeling, boxing/packing, moving/logistics support, updated titles, processing, MARC records, and any optional setup services.	Planning during 2026–2027; opening for 2027–2028
Annual PCS Library Books and Supporting Materials Contract	Districtwide annual library books and supporting library materials purchasing for approximately **10,618 students** across **19 schools** and **17 media centers**.	Estimated **$150,000.00 annually**, subject to available funding and approved purchases. Vendor shall provide discounts, fees, shipping terms, processing/cataloging costs, and service pricing.	Initial contract term: 2026–2027 through 2028–2029; optional annual renewals thereafter

The district may award all components to a single vendor if that is determined to be in the best interest of PCS. PCS reserves the right to award by line item, project component, group of components, or overall proposal, or to reject any or all proposals, subject to applicable purchasing requirements.

All quantities, capacities, enrollment figures, and annual purchasing amounts are estimates for planning and proposal development only. The award of a contract does not guarantee any minimum or maximum purchase.

3. Scope of Work

3.1 Component A: J. H. Lea Elementary School Opening Collection

The successful Offeror shall provide a comprehensive, shelf-ready, opening-day elementary library collection that is age-appropriate, high-interest, diverse, current, durable, and aligned to the needs of a new K-5 school library media center.

Vendors should develop recommendations based on the approximate building capacity of 800 students and should clearly explain the recommended opening-day collection size, title mix, processing approach, and any phased purchasing options that would allow PCS to build a strong and sustainable elementary collection over time.

- Provide collection development consultation and curated title lists by grade span, genre, format, reading level, interest level, subject area, and student need.
- Develop a balanced collection that includes picture books, beginning readers, chapter books, nonfiction, graphic novels, biographies, reference/support materials as appropriate, bilingual or multilingual resources as requested, and other high-interest materials appropriate for elementary students.
- Support review and revision of proposed lists by PCS leadership, media coordinators, school staff, and/or an advisory review team prior to final order placement.
- Provide shelf-ready books with barcodes, barcode protectors, spine labels, spine label protectors, Mylar covers where appropriate, and all other processing required by PCS.
- Provide complete/enhanced MARC records compatible with Follett Software Destiny Library Resource Management program and ready for direct upload into the PCS library resource management system.

program and ready for direct upload into the PCS library resource management system.

- Coordinate delivery, unpacking, staging, and shelving support as requested by PCS, with materials delivered in a logical order that supports efficient setup of the new media center.
- Provide a project timeline that accounts for list development, review, ordering, processing, delivery, installation/setup, reconciliation, and final acceptance prior to school opening.

3.2 Component B: J. H. Lea Middle School Collection Transition, Relabeling, Moving, and Update

Topsail Middle School will move and be renamed J. H. Lea Middle School. PCS seeks vendor support to preserve appropriate existing collection assets, elevate the quality and freshness of the collection, and ensure that the school opens with materials accurately labeled, cataloged, transported, and ready for student and staff use.

Vendors should develop recommendations based on the approximate building capacity of 1,515 students, the condition and usefulness of the existing Topsail Middle School collection, and the need to refresh the collection for use in a new middle school facility.

- Provide a collection analysis of the existing Topsail Middle School library collection, including age of collection, distribution by Dewey/category, areas of strength, gaps, outdated materials, worn/damaged materials, and recommended purchasing priorities.
- Provide weeding support, recommendations, and reports to assist PCS with local decision-making. Final weeding decisions shall remain with PCS personnel.
- Support planning for transfer of retained materials from Topsail Middle School to J. H. Lea Middle School.
- Provide relabeling and/or replacement labeling services needed due to the school name change, including any barcode, ownership, spine label, or school-identification updates required by PCS.
- Provide boxing, packing, inventory control, staging, moving coordination, delivery, and unpacking/shelving support as requested by PCS.
- Provide processing and MARC record updates necessary to ensure that retained, relabeled, moved, and newly purchased materials are accurately reflected in the Follett Software Destiny Library Resource Management program.
- Provide curated title lists and purchasing recommendations to update approximately the middle school collection, with priority on current, high-interest, durable, developmentally appropriate materials that support reading engagement and curriculum needs.
- Coordinate with PCS regarding construction/move-in timelines, access to buildings, summer work windows, security requirements, and final setup deadlines.

3.3 Component C: Annual PCS Library Books and Supporting Materials Contract

PCS seeks to establish a contracted vendor for districtwide purchases of library books and supporting library materials through a three-year contract beginning with the 2026-2027 school year and continuing through the end of the 2028-2029 school year. Annual purchases are currently estimated at approximately $150,000.00, subject to available funding, approved purchase orders, and district needs. The contract may be renewed for five (5) additional one-year periods upon mutual written agreement of both parties.

- Provide library books and supporting materials for elementary, middle, high, and special program schools on an as-needed basis.
- Provide broad title availability across publishers, formats, age ranges, reading levels, interest levels, genres, curriculum areas, and student needs.
- Provide online ordering tools, list-building tools, collection analysis tools, quote support, and purchasing support for district and school users.
- Provide shelf-ready processing, barcoding, cataloging, and MARC records compatible with Follett Software Destiny Library Resource Management program for all orders as requested by PCS.
- Provide consistent discounts, transparent pricing, itemized quotes, reliable delivery, customer support, and account management for PCS.
- Support annual district collection development goals, including collection age improvement, student interest, curriculum

alignment, and access to popular/trending titles.

4. General Requirements

- Offeror must be regularly and practically engaged in providing K-12 library books, library materials, cataloging, processing, collection development, and related support services.
- All materials shall be new, unused, in first-class condition, and appropriate for use in a K-12 educational setting unless otherwise approved by PCS.
- All shipping, handling, freight, inside delivery, and standard packing costs must be clearly identified and preferably included in proposed pricing.
- Offeror shall not substitute titles without prior approval from PCS.
- Offeror shall provide itemized quotes, order confirmations, packing slips, invoices, backorder reports, cancellation reports, and final reconciliation reports as requested by PCS.
- Offeror shall identify any minimum order requirements. PCS preference is no minimum order requirement for annual school-level purchases.
- Offeror shall provide a clear process for returns, replacements, damaged items, incorrect items, duplicate shipments, and materials not meeting PCS specifications.
- Offeror shall provide a minimum one-year warranty from date of acceptance on books and materials. Offerors should also describe any lifetime replacement binding, library binding guarantee, or similar durability/replacement programs available.
- Offeror shall comply with PCS building access, student safety, background check, insurance, delivery, and conduct requirements when working on school property.
- PCS reserves the right to inspect work, review sample processing, request corrections, and withhold acceptance until goods and services meet specifications.

5. Library Books, Processing, MARC Records, and Digital Resources

5.1 Library Books and Title Availability

- Offeror shall provide access to a broad range of print library books appropriate for grades Pre-K through 12, including elementary, middle, and high school interest levels.
- Offeror shall identify the approximate number of unique titles available, publisher relationships, title sources, and formats offered.
- Offeror shall describe availability of popular, trending, student-requested, award-winning, high-interest, culturally responsive, bilingual/multilingual, graphic novel, manga, nonfiction, biography, and curriculum-supporting titles.
- Offeror shall provide the best binding available from the publisher for each title whenever possible. Library binding or durable hardcover is preferred for high-circulation school library materials.
- Offeror shall identify discount levels by format, including library bound, hardcover/trade bound, paperback, pre-bound paperback, graphic novels, book bundles, audio, digital, and other formats.

5.2 Shelf-Ready Processing

- All books ordered with processing shall be delivered shelf-ready according to PCS specifications.
- Processing shall include, as requested by PCS: barcode label and protector, spine label and protector, ownership stamp or label, genre label or collection label, Mylar cover for books with dust jackets, and any other locally required processing.
- Barcode ranges, school identifiers, call number conventions, funding source tags, and processing profiles will be provided by PCS or developed collaboratively with the vendor.
- Offeror shall provide sample processed materials for approval before full production processing begins when requested by PCS.
- Offeror shall correct processing errors at no additional cost to PCS.

5.3 MARC Records and Follett Software Destiny Compatibility

- Offeror shall provide complete/enhanced MARC records for all print, audiovisual, and digital resources purchased, unless otherwise approved by PCS.
- MARC records must be compatible with Follett Software Destiny Library Resource Management program and ready for direct upload into the PCS library resource management system.
- MARC records shall include complete bibliographic information, appropriate subject headings, call numbers, material type, reading/interest level data when available, annotations when available, review sources when available, barcode/item information, price, funding source or project identifier as requested by PCS, and school-specific local holdings information.
- Offeror shall describe how MARC records will be delivered, how corrections will be handled, and how records will be reconciled with actual items received.
- MARC records shall be provided only for titles received or otherwise clearly identified to PCS to prevent upload errors.

5.4 Collection Analysis and Development Support

- Offeror shall provide online collection analysis services or comparable analysis tools at no additional cost or with clearly identified pricing.
- Collection analysis should be able to evaluate average age, age by Dewey/category, collection balance, gaps, duplicate areas, worn/outdated areas, and recommended purchasing priorities.
- Offeror shall provide support for curated lists aligned to PCS priorities, including student interest, reading engagement, curricular support, nonfiction currency, diversity of perspectives, age appropriateness, and collection balance.
- Offeror shall support review and modification cycles before final order placement.

5.5 eBooks, Digital Audiobooks, and Digital Library Solutions

Offerors should describe any available eBook, digital audiobook, or digital library platform that can support PCS library media programs. PCS is particularly interested in solutions that work effectively with Follett Software Destiny Library Resource Management program and provide accessible, age-appropriate student access.

- Describe integration or discoverability with Follett Software Destiny Library Resource Management program, including MARC records, links, authentication, and circulation/access reporting.
- Describe available models, including simultaneous-use, single-user, perpetual access, subscription, school-level, and district-level purchasing options.
- Describe platform fees, hosting fees, administrative fees, content fees, training fees, and any recurring costs.
- Describe student and staff authentication options, device compatibility, accessibility features, reporting, administrative controls, content controls, and school/district management options.
- Describe the number and range of available eBook and digital audiobook titles appropriate for K-12 school libraries.

6. Vendor Support, Implementation, and Customer Service

- Assign a primary account manager and project manager for PCS. For the J. H. Lea project, Offeror shall also identify the implementation team responsible for collection development, processing, MARC records, logistics, and setup.
- Provide a proposed implementation plan and timeline for each project component.
- Provide regular project status updates, including list development progress, order status, processing status, backorders/cancellations, delivery schedule, budget status, and unresolved issues.
- Provide training or staff development at no additional cost or with clearly identified pricing. Training may include online ordering, list development, collection analysis, MARC record import support, Destiny Library Resource Management program-related workflow support, digital platform use, and annual ordering processes.
- Provide on-site or virtual support for collection planning, opening-day collection setup, annual library ordering, and troubleshooting.

- Provide references for comparable K-12 district projects, especially new-school opening collections, large library book purchases, cataloging/processing projects, collection relocation, and Destiny Library Resource Management program-compatible MARC record delivery.

7. Proposal Submission Requirements

Offerors shall submit a complete proposal organized in the order below. Proposals should be prepared simply and economically, with emphasis on the Offeror's ability to meet PCS needs, provide high-quality library collections, manage logistics, and deliver responsive service.

- Completed and signed execution page.
- Acknowledgment of all addenda issued by PCS Purchasing.
- Company overview, including years in business, ownership, locations, size, organizational structure, and K-12 school library experience.
- Project team and resumes/qualifications of key personnel assigned to PCS.
- Response to each scope component: Component A, Component B, and Component C.
- Detailed implementation methodology and timeline for the J. H. Lea Elementary and Middle School work.
- Description of collection development process, review process, selection tools, title availability, and list customization support.
- Description of processing services, MARC record specifications, Follett Software Destiny Library Resource Management program compatibility, and quality control procedures.
- Description of collection analysis and weeding support services.
- Description of moving/boxing/relabeling/logistics services for the middle school transition, including whether work will be performed by vendor staff or subcontractors.
- Description of digital/eBook solutions and Follett Software Destiny Library Resource Management program compatibility, if offered.
- Pricing proposal using the required pricing attachment(s), including discounts, fees, shipping, processing, cataloging, relabeling, moving, project management, training, and any other costs.
- At least three (3) references for similar size and scope work. PCS may request additional references.
- Required certifications, insurance documentation, HUB information, background check compliance documentation, W-9, and other forms required by PCS Purchasing.

8. Contract Term, Renewal, and Pricing

- The PCS library books and supporting materials contract will be effective for an initial three-year term beginning with the 2026-2027 fiscal/school year and continuing through the end of the 2028-2029 fiscal/school year. The contract may be renewed for five (5) additional one-year periods upon mutual written agreement of both parties.
- The J. H. Lea Elementary and J. H. Lea Middle School project work is intended to support opening of those schools for the 2027-2028 school year. Project milestones, delivery deadlines, and final acceptance dates will be negotiated based on construction, move-in, and district timelines.
- All prices, discounts, and standard service fees shall remain firm for the initial three-year contract term unless otherwise approved in writing by PCS Purchasing.
- Any price changes requested after the initial three-year contract term, including during any renewal year, must be submitted in writing and supported by documentation. PCS reserves the right to accept, reject, negotiate, or cancel based on price changes.
- The award of a term contract neither implies nor guarantees any minimum or maximum purchases. Purchases are subject to available funding, approved purchase orders, and district needs.
- Estimated annual purchasing amounts, projected school capacities, enrollment figures, and project planning assumptions are provided to assist vendors in developing proposals. These figures are not guarantees of purchase volume, project cost, or future funding.

of future funding.

9. Questions

Please submit all question related to this RFP using the following Google Form:

https://forms.gle/fLTaZcKvSdBpnSCU8

Answers to these questions can be found on the following Google Sheet:

https://docs.google.com/spreadsheets/d/1H3aWP0aDoxoOZz3S_Q3n0LVBVj_gN86dSsPNgt_5zVE/edit?usp=sharing

The deadline to submit questions is 4 PM EDT on July 8, 2026.

10. Attachments and Required Forms

Attachment A: Vendor Information Sheet

Company Name	
Corporate Office Address	
Local / Regional Office Address, if applicable	
Web Address	
Primary Contact Name, Title, Phone, Email	
Length of Time in Business	
Number of Permanent Employees	
North Carolina Secretary of State Registration / Authorization to Do Business, if applicable	

Attachment B: Customer References

Provide at least three references for similar size and scope work. New-school opening collection, large K-12 library book purchasing, Destiny MARC record delivery, and collection relocation/relabeling references are preferred.

Organization	Contact Name/Title	Phone	Email	Contract Dates	Annual/Project Value and Scope

Attachment C: Pricing Proposal

Offeror shall complete all applicable pricing fields. Attach additional pages as needed. Identify whether each cost is included, optional, one-time, recurring, per item, per order, per school, per project, or annual.

Pricing Item	Rate / Discount / Fee	Included? (Y/N)	Notes / Conditions
Discount off catalog/list price - library bound books			
Discount off catalog/list price - hardcover/trade bound books			
Discount off catalog/list price - paperback books			
Discount off catalog/list price - pre-bound paperback books			
Discount off catalog/list price - graphic novels / manga			
Discount off catalog/list price - book bundles / curated collections			
Shipping and handling			
Inside delivery			
Shelf-ready cataloging and processing fee			
Barcode label and protector			
Spine label and protector			
Ownership stamp/label			
Mylar jacket cover			
Genre or collection labels			
MARC records compatible with Follett Destiny			
Collection analysis service			
Curated list development support			
Relabeling existing materials for school name change			
Boxing/packing existing middle school collection			
Moving/delivery support for retained middle school collection			
Unpacking/shelving/setup support			

Training and staff development			
eBook/digital audiobook platform fees			
Digital content discounts			
Other fees (specify)			

Attachment D: Project Implementation Plan

Offeror shall provide a project implementation plan that addresses the following milestones. PCS dates below are placeholders and will be finalized through the procurement and project planning process.

Milestone	Offeror Proposed Approach	Responsible Party	Proposed Timeline
Kickoff meeting			
Collection analysis for existing Topsail Middle School collection			
Weeding recommendation report			
Elementary opening collection list development			
Middle school update list development			
PCS review/modification period			
Final quote and purchase order process			
MARC/profile/testing and sample processing approval			
Ordering and processing			
Relabeling retained middle school materials			
Boxing/packing and inventory control			
Delivery / move coordination			
Unpacking, shelving, and setup			
Backorder/cancellation reconciliation			
Final acceptance and closeout report			

Attachment E: PCS Standard Terms and Conditions

1. **Acceptance**. Contractor's acknowledgment of the terms of this Contract or of any applicable Purchase Order, or Contractor's shipment or performance of any part of a Purchase Order, constitutes an agreement to comply with all terms and conditions set forth or referenced (i) in the Vendor Contract for Goods and/or Services, (ii) in the Standard Contract Terms and Conditions herein, (iii) on any attachments thereto, (iv) in any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (v) in any other terms and conditions of a written agreement signed by Contractor and the Pender County Board of Education ("PCBOE") that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and PCBOE with respect to the purchase by PCBOE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to PCBOE shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice or in any other communication from Contractor to PCBOE shall be deemed accepted by or binding on PCBOE. PCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until PCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by PCBOE are subject to correction.

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

3. **Prices**. If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Contractor agrees to give PCBOE the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to PCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents. Should the Contract Documents include any provision allowing an increase in the contract price due to external conditions, Contractor shall inform PCBOE of such change and PCBOE shall have the right to terminate the Contract if desired.

4. **Price Adjustments (term contracts only)**. Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Contractor to other customers.
   a. **Notification**: Must be given to PCBOE in writing concerning any proposed price adjustments. Such notification shall be accompanied by a copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
   b. **Decreases:** PCBOE shall receive full proportionate benefit immediately at any time during the contract period.
   c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the Contract. After this period, a request for increase may be submitted with PCBOE reserving the right to accept or reject the increase, or cancel the Contract. Such action by PCBOE shall occur not later than 15 days after the receipt by PCBOE of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

5. **Invoices**. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to PCBOE's accounts payable department with a copy to the PCBOE Project Coordinator.

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

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

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

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

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

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

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

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

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

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

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

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

18. **Indemnification**. Contractor shall indemnify and hold harmless PCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorney's fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless PCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of PCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless PCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

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

20. **Termination for Convenience**. In addition to all of the other rights which PCBOE may have to cancel this Contract or an applicable Purchase Order, PCBOE shall have the further right, for good cause as determined by PCBOE in good faith, to terminate any work under the Contract Documents or an applicable Purchase Order, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing from PCBOE to Contractor. If the Contract is terminated by PCBOE in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. PCBOE will not be liable to Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Contract or an applicable Purchase Order.

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

22. **Contract Funding**. It is understood and agreed between Contractor and PCBOE that PCBOE's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of PCBOE for any payment may arise until funds are made available to PCBOE's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, PCBOE may at its discretion immediately terminate the Contract. PCBOE shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.

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

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

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

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

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

28. **Contract Modifications**. The Contract may be amended only by written amendment duly executed by

both PCBOE and Contractor. However, minor modifications may be made by PCBOE Project Coordinator to take advantage of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

46. **Mediation.** If a dispute arises out of or relates to the Contract, or the breach of the Contract, the parties agree first to try in

good faith to settle the dispute through negotiation. If the dispute cannot be settled through negotiation, Contractor agrees to

offer to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, or administered by another mediator jointly selected by the parties, before resorting to litigation.

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

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

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

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

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

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

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

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