



BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive • Bolivia, North Carolina 28422 • Phone: 910-253-2900 • Fax: 866-291-7891

Date: 11/23/ 2020

Bid Request No: 153.348.21.CPP.136

Bids Due By: 01/06/2021 at 2:00 PM

Project Name and Location: Hitting Facility
West Brunswick High School
550 Whiteville Rd SW
Shallotte, NC 28470

Brunswick County Schools is informally requesting bids for the performance of the following work or services. Bids shall be binding for 30 days. Information and questions regarding this Informal Bid Request will be taken until December 28, 2020 and should be emailed to Grady Watkins at gwatkins@bcswan.net. An addendum will be posted on December 30, 2020 regarding any questions received. Bids are to be emailed to gwatkins@bcswan.net or faxed to the attention of Grady Watkins at (866) 291-7891 or hand delivered to 199 Sessions Dr., Bolivia, NC 28422 by 2:00pm on January 6, 2021.

PROJECT DESCRIPTION: See **Exhibit 1** for a detailed description of the project scope and requirements, and for school addresses.

PROJECT SCHEDULE: The Contractor shall begin the work upon receipt of the Purchase Order, and expeditiously, with adequate forces, complete the work within the specified calendar days. The required milestone dates, and completion date are included in **Exhibit 1**. The contractor shall coordinate all work with Operations personnel to ensure minimal disruption to school activities. Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion, or such later date as may result from extension of time granted by Owner, he shall pay the Owner, as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete Work within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

TERMS AND CONDITIONS

Brunswick County Schools sample Contract, is included as **Exhibit 2**. The selected contractor will be required to sign this contract, and Sexual Offender Registry Check Certification Form, included as **Exhibit 2**, as each are a part of this Request for Bid and will govern this work.

FORM OF BID

The Form of Bid is included as **Exhibit 3**.

EXHIBIT 1 – SCOPE OF WORK

PRE-BID MEETING: Bidding Contractors are invited to attend a Pre-Bid meeting to be held at the school on 12/08/2020 at 11:00AM to observe work area and review the project scope of work. We will meet in the bus parking lot at the tennis courts for the meeting. **Please confirm your plan to attend by e-mailing Grady Watkins at gwatkins@bcswan.net or calling (910) 274-1100.** Please obtain a visitor's badge upon entering the property. Badges are issued at the Main Front Entrance of School. It is expected that the contractors will visit the school and observe actual conditions prior to placing their bid.

LOCATION: West Brunswick High School
550 Whiteville Rd SW
Shallotte, NC 28470

SCOPE OF WORK & SCHEDULE

The contractors are responsible for all items required to complete the scope of services as detailed in the plans & specifications and incidental items including those not included in scope of services below to provide a complete and operating system. The Contactor is responsible for all permitting, inspections and costs associated with permitting. The subcontractor's workmanship shall be equal to or exceed the workmanship of reputable contractors performing similar work in the Wilmington Metropolitan Service Area.

The general scope involves sitework including surveying, erosion control, storm water modification, grading as shown on Civil Plans from Paramounte Engineering dated November 2020; construction of hitting facility including footings, slab, masonry, engineered sealed design & erection of metal building, electrical, and finishes as shown on plans SBHS Hitting Facility Plans provided by Goodrich Architecture dated 08/3/2020; terms from WBHS Hitting Facility General Conditions and all incidental work relating to project in order to provide complete and operating system. Extending concrete walk at Front Gate and installing 5' concrete sidewalk per Civil Plans provided by Paramounte Engineering. Demo existing Hitting Building and attached structures, existing concrete pad and footings and existing batting cages. Removal and disposing of debris in proper fashion.

All work shall be performed per the following specifications and per all applicable codes.

GENERAL

- Workers are to keep area clean of tools, and machinery storage safe distance from school while not in use. Contractor responsible for locating and marking all over head and underground utilities
- Grading and construction work is not to interfere with school activities
- All site work to be performed per plans provided by Paramounte Engineering. See Sheet C-2.2 and C-2.4 for overview of project.
- Work area is to be left safe at the close of each workday. Leave no unfilled/unprotected holes. Remove all debris/waste immediately. Do not interrupt power, telephone or communication systems. Coordinate work with Capital Projects Office.
- Contractor to repair any damage to the facility and grounds caused during construction.
- Obtain all required permits and pay all fees associated with this work.
- Contractor is responsible to verify all dimensions and sizes on site.
- **Safety:** Contractor shall erect barriers as needed to prevent pedestrians and vehicles from entering the work area.
- Contractor to provide and use any and all equipment needed to complete the work following all OSHA

guidelines and requirements.

- Upon completion of the work the contractor is to perform a final construction cleaning of all surfaces and areas associated with this project.
- Exterior Doors to receive Levered Hardware w/Schlage lock core keyed to BCS Master, Egress side to be Push Bar Egress Hardware.
- Garage Doors to be 12'00" x 10'0" Coiling Door (not sectional) in locations indicated on plans.
- Performance Bond required if project cost exceeds \$300,000.
- Contractors bid to include contingency amount equal to 5% of bid.

Submittals: Contractor to provide data & shop drawing of all materials as directed by references and guidelines of WBHS Hitting Facility Civil Plans from Paramounte Engineering dated November 2020 and WBHS Hitting Facility Plans from Goodrich Architecture dated 8/3/2020

Warranty: Provide Mfg Standard Warranty on Metal Building and Standard Warranty on Materials & Installation for One (1) Year

SCHEDULE:

- Anticipated Project Start Date: Upon Award and Issue of Notice to Proceed
- Project to be completed within 150 Calendar Days of authorization using adequate workforce to complete the work within the Contract time.
- Contractor to provide Schedule to Architect and CPP including permitting, submittals, construction start, delivery dates, timeline for major construction activities, final clean-up, and punch list
- Installation, delivery and construction traffic to be coordinated and approved with Capital Projects & Planning to prevent disruption to scheduled school activities as well as beginning and end of school day bus & vehicle traffic can become congested (7:00AM-8:00AM and 2:30PM-3:30PM). If work involves after school hours (4:00 - 8:00PM) and/or Saturday, Contractor to have schedule approved in advance by Capital Projects & Planning.

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT is made this [REDACTED] day of [REDACTED] 2020 by and between the Brunswick County Board of Education (herein referred to as the Owner), whose mailing address is 35 Referendum Dr., Bolivia, NC 28422 and [REDACTED] (herein referred to as the Contractor), whose mailing address is [REDACTED], North Carolina [REDACTED]. Correspondence, submittals, and notices relating to or required under this Agreement shall be sent in writing to the above addresses unless either party is notified in writing by the other of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with [REDACTED]; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

1. Scope of Services. The Contractor shall perform the Work in accordance with the terms of this Agreement, any plans and specifications prepared for this Project, and the description of services attached to this Agreement as Exhibit A, all of which are incorporated into and made a part of this Agreement. The Contractor agrees that any general terms and conditions that are attached to Exhibit A that are inconsistent with this Agreement shall not be applicable to this Agreement, and any such provisions shall be deemed null and void.
 - a. The Contractor shall provide and pay for all materials, tools, equipment, and labor, and shall perform all other acts and supply all other services and things necessary to fully and properly perform and complete the Work as required by this Agreement.
 - b. The Contractor shall perform the Work in compliance with all governmental laws and regulations, including all applicable local, state and federal rules and regulations.
 - c. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities, and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the Agreement documents.

- d. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
 - e. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids.
 - f. The Contractor shall designate a foreman/superintendent who shall direct the work.
 - g. If at any time during the construction and completion of the work covered by this Agreement, the conduct of any workman be adjudged a nuisance to the Owner or considered detrimental to the work, the Contractor shall order such parties removed immediately from the Owner's property.
 - h. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Owner. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner.
 - i. Temporary electricity and water shall be arranged by the Contractor at the Contractor's expense.
2. Compensation. Provided that the Contractor shall strictly and completely perform all of its obligations under this Agreement, the Owner shall pay the Contractor the amount of _____ dollars (\$_____) (herein referred to as the AContract Sum@). No compensation shall be paid for any additional work that is not approved in advance by the Owner. One progress payment, if any, may be made by the Owner to the Contractor only after certification that the Work is complete and will be based upon the completion of the identified interim work agreed to by the Owner. Under no circumstances will the Owner make more than one interim payment. The Owner will retain five percent (5%) of the amount of any progress payment and/or the Contract Sum until all of the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. Final payment will be withheld until the Contractor's North Carolina sales and use tax report is received. The report shall accurately list any and all sales and use tax paid on materials for the entire Project.
3. Time. The Contractor shall commence the Work promptly upon the date established in the

Notice to Proceed, the date of this Agreement, or such other date as may be established by the Owner. Time is of the essence. The Contractor shall perform work in a timely manner.

4. Codes, Permits and Inspections.

- a. The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this Agreement. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the architect or engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom.
- b. All work under this Agreement shall conform to the North Carolina State Building Codes and other state and national codes as are applicable.

5. Safety Requirements.

- a. The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the Owner, architect or engineer. He shall be responsible for any damage to the Owner's property or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for and pay for any claims against the Owner arising from such damages.
- b. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 Construction and Part 1910 General Industry).
- c. The Contractor shall provide all necessary safety measures for the protection of all persons on the work, including the requirements of the AGC Accident Prevention Manual in Construction as amended, and shall fully comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

6. Warranties. The Contractor guarantees and warrants to the Owner all Work as follows: that all materials and equipment furnished under this Agreement will be new and the best of its respective kind unless otherwise specified; that all Work will be of good quality in accordance with the industry standards for reputable contractors; that the Work will be free of omissions and faulty, poor quality, imperfect and defective material or workmanship; that the Work, including but not limited to, mechanical and electrical machines, devices and equipment, shall be fit and fully usable for its intended and specified purpose and shall operate satisfactorily with ordinary care; that the products or materials incorporated in the Work will not contain asbestos; and that all agents or employees of Contractor who will provide services under this Agreement will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided; and that the person(s) executing this Agreement on behalf of Contractor have authority to do so as an official, binding act of Contractor.

If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the Work is found to be defective, not in accordance with this Agreement, or not in accordance with the guarantees and warranties specified in this Agreement, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so. For items which remain incomplete or uncorrected on the date of Substantial Completion, the one year warranty shall begin on the date of Final Completion of the Work.

7. Contractor-Subcontractor Relationships. The Contractor agrees that the terms of these Agreement documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an agent of the Contractor.
8. Hold Harmless. The Contractor shall indemnify and hold the Owner harmless from and against any and all losses, liabilities, claims, lawsuits, judgments, and demands whatsoever, including costs of investigation (including reimbursement of reasonable legal fees and all costs) caused solely by any negligent act or omission or intentional wrongdoing of the Contractor or its agents, employees or subcontractors, or caused solely by the maintenance, presence, use, location or removal of any equipment or other property owned or operated by the Contractor or its agents, employees or subcontractors. The parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N. C. Gen. Stat. § 6-21.2. The Owner shall not be responsible for any damage to the Contractor=s property, business, agents or employees, unless said damage is due solely to the negligence of Owner.
9. Insurance. The Contractor shall obtain and maintain in effect during the term of this Agreement, general liability and automobile liability insurance in which the Owner and the Contractor shall each be named as insured parties, which insurance shall protect the Owner and the Contractor from claims in an amount not less than \$1,000,000 for personal injury, including death, to any one person and in an amount not less than \$1,000,000 for any one occurrence, and from claims for property damages in an amount of not less than \$1,000,000 for each occurrence arising from any act or omission of Contractor, its agents, employees or subcontractors. The Contractor shall obtain and maintain in effect during the term of this Agreement, a policy of workers compensation liability insurance in which the policy shall protect the Owner and the Contractor from claims in an amount not less than the statutory amount.

The Contractor shall promptly furnish to the Owner certificates of insurance evidencing such insurance coverage. Insurance required hereunder shall be maintained by insurance companies properly licensed by the Insurance Department of the State of North Carolina and rated A or better by Best Insurance Guide.

10. Termination for Convenience. The Board may terminate this Agreement at any time in its complete discretion upon twenty (20) days written notice. In the event of a termination for convenience, all finished or unfinished work and materials pursuant to this Agreement shall be turned over to the Board and become its property. If the Agreement is terminated by the Board in accordance with this section, the Board shall only be responsible for paying Contractor for all Work performed and accepted and all materials delivered to the site as

of the date of termination.

11. Termination by the Owner for Cause. The Owner may terminate the Agreement upon five (5) days written notice if the Board is dissatisfied with the quality or timeliness of the Work performed. If the Owner becomes dissatisfied with the Work, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor five days' written notice, terminate employment of the Contractor and may:
1. Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Accept assignment of any subcontracts; and
 3. Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

If the Owner terminates the whole or any part of the Work, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Agreement to the extent not terminated hereunder.

When the Owner terminates the Agreement, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and legal services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect and this obligation for payment shall survive this Agreement.

12. Lunsford Act/Criminal Background Checks. The Contractor shall conduct or arrange to have conducted at its own expense sexual offender registry checks on each of its owners, employees, agents, or subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the 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/](http://www.nsopw.gov/). The Contractor shall provide certification that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods (Registry Check Certification Form – Exhibit B). The Contractor 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, Contractor agrees to conduct the registry checks and provide a supplemental certification before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Contractor 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. Contractor 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. Contractor 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 Owner may conduct additional criminal records checks at the Owner's expense. If the school system exercises this right to conduct additional criminal records checks, Contractor 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. Contractor 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. The Owner reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Agreement if the Owner 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.

13. Governing Law. This Agreement and the relationship of the parties shall be governed by the laws of the state of North Carolina.
14. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
15. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.
16. Compliance with Applicable Laws. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to the Owner who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it

is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. 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 Agreement. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

17. Restricted Companies List. Contractor represents that as of the date of this Agreement, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this Agreement, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
18. Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Brunswick County Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.
19. Applicable School Board of Education Policies. Contractor acknowledges that the Brunswick County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Contractor acknowledges that Board’s policies are available on the School System’s website.
20. Exhibits.

Exhibit A: Scope of Services

Exhibit B: Sexual Registry Check Certification Form

IN WITNESS WHEREOF, the Owner has caused these presents to be signed and the Contractor has caused these presents to be signed by a person with the authority to enter this Agreement, as hereinafter attested, all as of the day and year first above written.

BRUNSWICK COUNTY BOARD OF EDUCATION

By: _____ (Seal)
_____, Chairperson

Attest: _____ (Seal)
_____, Superintendent

[INSERT CORPORATE NAME OF CONTRACTOR]

By: _____ (Seal)
[INSERT NAME OF CORPORATE PRESIDENT OR VICE PRESIDENT]

Attest: _____ (Seal)
[INSERT NAME OF CORPORATE SECRETARY]

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

(Date)

(Signature of finance officer)

BUDGET CODE: _____

Exhibit B

Sexual Offender Registry Check Certification Form

Check the appropriate box to indicate the type of check:

- ☐ Initial
- ☐ Supplemental
- ☐ Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

Contractual Personnel Names

Job Title

- | | |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |

(attach additional page(s) if needed)

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

_____ (print name)
_____ (title)

_____ (signature)
_____ (date)

EXHIBIT 3 - BID FORM - INFORMAL BID REQUEST NO; 153.348.21.CPP.136

PROJECT DESCRIPTION: WBHS HITTING FACILITY

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Contact Information: _____

- ☒ It has been determined that the above specified project is a Capital Improvement as defined in E505 (09-17). Brunswick County Board of Education will issue a E589-CI, Affidavit of Capital Improvement, upon award of the bid.

It has been determined that the above specified project is:

- ☐ Subject to NC Sales & Use Tax
- ☒ Not Subject to NC Sales & Use Tax

_____ proposes to do the above specified project for:

Company Name

BASE BID

Project Expense \$ _____

Sales Tax (If Applicable) \$ N/A

Total Project Cost \$ _____

Please acknowledge any addenda: # 1____, # 2____, # 3____, # 4____, # 5____, # 6____

Unless otherwise noted, the Total Project Cost includes all material, labor, permitting, freight, taxes, allowances, and other charges.

Bids are to be valid for 30 days. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Name, Position of Co. Representative

Signature

Date



Projects will be awarded based on cost, adherence to Informal Bid Request requirements, contractor's ability to meet the schedule, and contractor's references. Contractor must be able to comply with Brunswick County Schools Terms and Conditions (attached). The Brunswick County Board of Education has a right to reject any or all bids, pursuant to NC Statute and Board of Education Policy, and to waive any or all informalities.