

**ADVERTISEMENT FOR BIDS**  
**GUILFORD COUNTY SCHOOLS**  
**SECURITY INTERCOM DOOR ACCESS INSTALLATIONS**

Bids will be received until 10 a.m., Thursday, December 18, 2014, in the Guilford County Schools Purchasing Department, 501 W. Washington Street, Greensboro, North Carolina 27401, ATTN: Mary Ensley, Senior Purchasing Agent, to furnish all materials and labor for Security Intercom Door Access Installations at 64 Guilford County Schools sites.

Plans, specifications, and contract documents will be available at the mandatory pre-bid conference to be held December 12, 2014, 10:00 a.m., at the Technology Services Department, 425 Prescott Street, Greensboro, NC. Attendance at this conference is mandatory for all potential bidders to discuss project details. After the scheduled closing time for the receipt of bids, no bid may be withdrawn for a period of 60 days. The project is bidding in four packages, and contractors may bid on any or all of the packages.

This project will be funded through the Qualified School Construction Bonds program and will require the contractor to follow the Guilford County Schools ARRA reporting requirements as outlined in the American Recovery and Reinvestment Act (ARRA) Contract Provisions included in the document package.

Installers must meet all qualifications as noted in *Section 01 43 23 Installer Qualifications* of the bid document.

A brief description of the project follows: **Install Security Intercom Door Access at 64 schools. The successful bidder(s) must complete the projects by January 30, 2015. The project may be awarded in whole or in part as deemed to be in the best interest of the District and is contingent upon funding.**

Minority businesses are encouraged to submit bids for this project. The appropriate forms from the section entitled "Participation by Women and Minority Owned Businesses" must be submitted with each bid to show good faith efforts to obtain Minority and Women Owned Business Enterprise participation.

The Guilford County Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, Section 168A-3.

The Board reserves the right to reject any or all bids presented and to waive any informalities and irregularities.

Guilford County Schools  
Donald Reid  
Purchasing Officer

<b>Guilford County Schools          Purchasing Department          501 West Washington Street          Greensboro NC 27401</b>	<b>INVITATION FOR BIDS NO. 189-5732</b>	
	Bids due: <b>10:00 a.m., December 18, 2014</b>	
	Contract Type: Recovery Funds (Qualified School Construction Bonds)	
<i>Refer ALL Inquiries to:</i> Mary Ensley Telephone No. (336) 370-3236	Project: Security Intercom Door Access Installations at 64 schools	
e-mail: ensleym@gcsnc.com	Using Agency Name: Guilford County Schools	
<b>(See page 2 for mailing instructions.)</b>	Agency Requisition No. Various	

**NOTICE TO BIDDERS**

Bids, subject to the conditions made a part hereof, will be received in the Guilford County Schools Purchasing Department, 501 West Washington Street, Greensboro NC 27401, ATTN: Mary Ensley, Senior Purchasing Agent, until the day and time indicated to furnish all materials and labor for the project(s) as described herein. Refer to page 2 for proper mailing instructions. **This bid involves projects at multiple sites and is bidding as four packages. Bidders may bid on any or all packages but are advised not to bid on more packages than they can complete within the stringent timeframe specified in Section 01 11 13 Project Scope 1.5 Timeline of the bid specifications.** Bid pricing must be provided on the **AIPHONE Installation Group 1, 2, 3, and/or 4 pricing sheets** of the Specifications documents and attached to this Invitation for Bids for submittal.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids **will not** be accepted.

**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 indicated for 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).

**Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids will not be accepted.**

BIDDER:		FEDERAL TAX ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO (800)
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	
CONTRACTOR'S LICENSE NUMBER			

Offer valid for 45 days from date of bid opening unless otherwise stated here:  60  days

**BID REVIEW AND AWARD**

It is the intent of Guilford County Schools to award this bid to the lowest qualified bidder. Guilford County Schools reserves the right to reject any or all bids presented and to waive any informalities and irregularities. Award of this bid may be in whole or in part as deemed to be in the owner's best interest. **All projects are awarded contingent upon funding.**

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days. **The successful bidder(s) must complete the projects by January 30, 2015.**

**MAILING INSTRUCTIONS**

Mail only one fully executed bid document, unless otherwise instructed. Address envelope and insert 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.

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>	<b><u>DELIVERED BY ANY OTHER MEANS</u></b>
BID NO. <u>189-5732</u> Guilford County Schools Purchasing Department 501 West Washington Street Greensboro NC 27401 ATTN: MARY ENSLEY, Senior Purchasing Agent	BID NO. <u>189-5732</u> Guilford County Schools Purchasing Department 501 West Washington Street Greensboro NC 27401 ATTN: MARY ENSLEY, Senior Purchasing Agent

**VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM**

Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available on the Interactive Purchasing System. Online registration and other purchasing information for the State of North Carolina are available here <https://www.ips.state.nc.us/ips/pubmain.asp> .

**IMPORTANT NOTES:**

**TAXES**

Guilford County Schools is NOT Tax-Exempt. Unless otherwise indicated, tax must be computed and added to your bid. Any itemized shipping charges are also subject to tax. When invoiced, tax should be invoiced as a separate line item.

**MANDATORY PRE-BID CONFERENCE**

It shall be MANDATORY that each bidder or bidder's representative be present for a pre-bid conference on Friday, December 12, 2014, 10:00 a.m., at the Technology Services Department, 425 Prescott Street, Greensboro, NC.

Attendance at this conference is mandatory for all potential bidders to discuss project details. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL SUBJECT YOUR BID TO REJECTION.**

**GENERAL SPECIFICATIONS AND SCOPES OF WORK**

**Installers must meet all qualifications as noted in Section 01 43 23 Installer Qualifications of the bid document.** Attached are the General Specifications and Scope of Work for the projects included in this bid. It is the responsibility of the bidders to become familiar with site conditions before bidding. No price adjustments will be allowed for failure to do so. Bidders are responsible for responding to all information requested in this Invitation to Bid. **Please direct any questions concerning specifications, etc., to Stephen Durham at [durhams2@qcsnc.com](mailto:durhams2@qcsnc.com) .**

**MINORITY AND WOMEN OWNED BUSINESS (MWBE) PROGRAM**

Minority businesses are encouraged to submit bids for this project. **The appropriate forms from the section entitled "Participation by Women and Minority Owned Businesses" must be submitted with each bid to show good faith efforts to obtain Minority and Women Owned Business Enterprise participation.**

The Guilford County Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, Section 168A-3.



## **AIPHONE Installation Specifications**

**December 3, 2014**

## **SECTION 01 11 13 Project Scope**

### Part 1 GENERAL

#### 1.1. Project Scope

A. This project is to enhance the security infrastructure by installing an AIPHONE intercom door access system at the schools listed below:

1. Alamance
2. Alderman
3. Allen Jay Elementary
4. Archer
5. Bessemer
6. Bluford
7. Brightwood
8. Brooks
9. Claxton
10. Cone
11. Erwin
12. Fairview
13. Falkener
14. Florence
15. Foust
16. Frazier
17. Gateway
18. Gibsonville
19. Gillespie
20. Guilford Elementary
21. Hampton
22. Haynes-Inman
23. Henderson Newcomers
24. High School Ahead
25. Irving Park
26. Jamestown Elementary
27. Jefferson
28. Jesse Wharton
29. Johnson Street
30. Jones
31. Joyner
32. Kirkman Park
33. Lindley
34. Madison
35. McNair
36. Millis Road
37. Montlieu
38. Morehead
39. Northwood
40. Oak Hill

41. Oak Ridge
42. Oak View
43. Parkview
44. Pearce
45. Peck
46. Peeler
47. Pilot
48. Pleasant Garden
49. Rankin
50. Reedy Fork
51. Sedalia
52. Sedgefield
53. Shadybrook
54. Southern Elementary
55. Southwest Elementary
56. Sternberger
57. Stokesdale
58. Summerfield
59. Sumner
60. Triangle Lake
61. Union Hill
62. Vandalia
63. Washington Elementary
64. Wiley

1.2. Contractor Scope

A. Complete System

1. Contractor is expected to provide a complete and functional system.
2. Any additional work or material required to provide a complete and functional system shall be provided by Contractor at no cost to Guilford County Schools, unless previously identified and agreed upon by Contractor and Guilford County Schools.

1.3. Contractor

A. Contractor work shall include, but not be limited to , the following:

1. Provide and install cabling between device locations;
2. Provide and install cabling from device to door lock;
3. Provide and install conduit pathways for all cabling;
4. Provide and install cover plates for outlets as specified.
5. Provide and install all required equipment, cables, connections, etc. to provide Guilford County Schools with complete and functional systems as specified.
6. Provide additional items not mentioned herein to meet requirements as specified without claim for additional payments.
7. Provide and install cross connects between equipment.
8. Configure and program all Security systems and features.

**1.4. Multiple Group Bids**

**A. There are a total of four (4) groups of sites that are similar in scope.**

- B. Contractors are welcome to bid one or more of these similar groups.**
- C. If a Contractor chooses to bid on multiple similar groups, they must agree to meet the deadline for all groups that they bid.**

**1.5. Timeline**

- A. All installations related to this project must be installed by January 30, 2015.**
- B. The funding source for this project is date dependent. If entire project is not completed by the deadline date, payment for sites not completed may be withheld.**

**1.6. Unit Pricing**

- A. Pricing for this project should be provided on a per site basis.
- B. Site price should include separate lines for materials, labor, and tax on materials.
- C. Final TOTAL PRICE will be calculated by adding the site prices.
- D. Please respond on pricing sheet provided.

**1.7. Purchase Orders**

- A. Each site will be issued a separate purchase order. Billing and payment will occur as each site is completed.
- B. This project is dependent on available funding. If costs exceed budget some sites may be dropped from the project.

**1.8. Related Documents**

- A. The following are considered to be part of these specifications:
  - 1. Drawings
  - 2. Addenda
  - 3. Purchasing and Contract Forms
  - 4. State of North Carolina Laws, Policies, and Regulations
  - 5. County of Guilford Laws, Policies, and Regulations
  - 6. Local jurisdiction Laws, Policies, and Regulations

**1.9. Drawings and Specifications**

- A. Specifications and drawings are complimentary.
- B. Any item in one document shall be considered to be a part of all documents.
- C. In the event of a conflict between any document, Contractor will assume the greatest quantity, quality, and costly condition.
- D. Drawings indicate general design. Exact details of installation, material, and other information may not be included.
- E. Final placement of all items shall be coordinated with Guilford County Schools Technology Services prior to installation.

**1.10. Errors and Omissions**

- A. It is the expectation of Guilford County Schools that all work required to provide a complete and functional system be included in this quote.
- B. Contractor shall carefully and completely study and review all documents.
- C. Compliance with all codes is the Contractor's responsibility.
- D. Any error, inconsistency, or omission shall be reported to Guilford County Schools Technology Services.
- E. Any error, inconsistency, or omission that would be reasonably expected to be noticed, not reported prior to start of work will not be recognized and no additional payment will be approved.

1. Failure to report shall be interpreted as the intention of Contractor to supply all necessary labor and materials for the suitable completion of work.

Part 2 PRODUCTS

- 2.1. Not Used

Part 3 EXECUTION

- 3.1. Not Used

**End of Section 01 11 13**

**SECTION 01 14 00 Work Restrictions**

Part 1 GENERAL

1.1. Use of Premises

- A. Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the work is indicated.
  1. Allow for GCS occupancy of site.
  2. Keep driveways and entrances serving premises clear and available to GCS, GCS employees, and emergency vehicles at all time. Do not use driveways as parking or storage of materials.
    - a) Schedule deliveries to minimize use of driveways and entrances.
    - b) Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.2. GCS Occupancy

- A. GCS will occupy site during entire installation. Cooperate with GCS during operations to minimize conflicts and facilitate GCS usage. Perform the work so as not to interfere with GCS operations.

1.3. Special Requirements

- A. Contractors are required to comply with Article 2 of Chapter 64 of the North Carolina General Statutes, including but not limited to, the use of E-Verify to verify the legal employment status of its employees.
- B. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students) are required of the Contractor. Criminal Background Investigations must have been completed within the last year and shall cover the previous seven years. All costs associated with Criminal Background Investigations are the responsibility of the Contractor.
  1. Any individual with the following criminal convictions or pending charges will NOT be permitted on any school property or project.
    - a) Child Molestation or Abuse
    - b) Rape
    - c) Any Sexually Oriented Crime
    - d) Drugs: Felony Use, possession, or distribution.
- C. Each person on site must wear a plastic laminated identification badge that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. All costs associated with identification badges are the responsibility of the Contractor.



- D. Each worker must sign in as a visitor in the site office. Site office may require the use of visitor badges. If required, they must be worn at all times on site.
- E. There is a NO TOBACCO policy on all property owned by Guilford County Schools. Therefore, use of any type of tobacco product is prohibited. This includes electronic smoking devices. Workers will be asked to leave the site for the balance of the day on their first offense. Workers will be asked to permanently leave the site after the second offense.

1.4. Access Hours

- A. Access hours will be determined by the Principal or building manager but will generally fall between 8:00 AM and 5:00 PM.
- B. All contractors understand and agree that the primary use of an occupied school facility is for the instructional programming to benefit the achievement of the students enrolled in said facility. During periods of standardized and other major testing such as EOG's, etc. the contractors agree to pursue quiet operations that do not disturb the testing operations. No claims for delay will be considered for these days of quiet operation during periods of testing.

1.5. Coordination with Principal

- A. All access to the site shall be coordinated with the Principal (or building manager) or their designee.
- B. A List of Principals and phone numbers will be provided.

Part 2 PRODUCTS

2.1. Not Used

Part 3 EXECUTION

3.1. Not Used

**End of Section 01 14 00**

**SECTION 01 25 00 Substitution Procedures**

Part 1 GENERAL

1.1. Standard Products

- A. All products specified in this document have been approved by GCS Technology Services to meet functional and compatibility requirements. Substitute products shall meet all requirements as listed and must be approved by submittal to Guilford County Schools Technology Services. Deviations from the specified products are not allowed without prior written approval from Guilford County Schools Technology Services.

1.2. Substitutions

- A. Substitutions shall be limited.
- B. Only equal or superior quality and with cost savings to Guilford County Schools will be considered.
- C. Contractor shall submit a substitution request in writing to Guilford County Schools Technology Services.
  - 1. Request shall include all required submittals and shall be complete with reasons for substitution and savings.
- D. Approval of alternate or substitute equipment or material in no way voids the Specification requirements.

- E. Guilford County Schools shall not be required to prove that an item proposed for substitution is not equal to the specified item. Contractor shall submit all evidence to support the contention that an item is equal to the specified item. The Guilford County Schools decision as to the equality of substitution shall be final and without further recourse.
- F. Any cost associated with review and/or incorporation of substitute product shall be the expense of Contractor.
- G. Any design or construction changes as a result of substitute product shall be the expense of Contractor.

Part 2 PRODUCTS

2.1. Not Used

Part 3 EXECUTION

3.1. Not Used

**End of Section 01 25 00**

**SECTION 01 31 13 Project Coordination**

Part 1 GENERAL

1.1. Project Coordination

A. Project Manager

- 1. Contractor shall employ a Project Manager for the duration of the project.
- 2. Project Manager shall:
  - a) Attend all project meetings as a representative of Contractor;
  - b) Have authority to act for Contractor;
  - c) Be liaison for communication between Contractor and Guilford County Schools;
  - d) Perform project management and coordinate all phases of the project with the Guilford County Schools Project Manager;
  - e) Attend Pre-Construction meeting prior to beginning work;
  - f) Attend weekly project meetings on site or via electronic means.

1.2. Continuity of Services and Scheduling

- A. Many construction activities will coincide with the use of the building.
- B. Construction activities shall cause little or no interruption of the building's scheduled use.
- C. Existing systems will remain in operation within all rooms not previously identified.
- D. Construction activities shall be coordinated with the Guilford County Schools Project Manager.
- E. Weekend or after hour work will be required for any activity that disrupts normal operation.
- F. Interruption of services will only be allowed after permission of Guilford County Schools. A seven (7) day notice is required for such interruption.

1.3. Use Prior to Acceptance

- A. Cabling and equipment become the property of Guilford County Schools at time of installation, whether partial or complete.

- B. Guilford County Schools may place or install cross connections, patch cords, and/or equipment prior to substantial completion. Installation does not signify completion or acceptance.

Part 2 PRODUCTS

- 2.1. Not Used

Part 3 EXECUTION

- 3.1. Not Used

**End of Section 01 31 13**

**SECTION 01 31 19 Project Meetings**

Part 1 GENERAL

1.1. Pre-construction Meeting

- A. A pre-construction meeting will be held after issue or contact or purchase order.
- B. Pre-construction meeting may be held in person or via electronic means.

1.2. Project Meetings

- A. Project Meetings will be held weekly.
- B. Project meetings may be held in person or via electronic means.
- C. Schedule of meetings will be established at pre-construction meeting.

Part 2 PRODUCTS

- 2.1. Not Used

Part 3 EXECUTION

- 3.1. Not Used

**End of Section 01 31 19**

**SECTION 01 32 00 Construction Progress**

Part 1 GENERAL

1.1. Project Schedule

- A. A project schedule and timeline for all project tasks will be maintained at all times.
  - 1. Schedule shall include preparation, installation, testing, and inspection.
  - 2. Schedule will be provided to the Guilford County Schools Project Manager within one week following the pre-construction meeting.
  - 3. Schedule will be reviewed and updated weekly.

1.2. Delays

- A. Contractor shall notify Guilford County Schools Technology Services as early as possible of any product delays and minimum quantity requirements that may affect the project timeline.

1.3. Field Reports

- A. Field Reports will be periodically provided by Guilford County Schools Technology Services.
- B. Purpose of field reports is to monitor progress and ensure quality.
- C. Items found to not meet approval will be reported to Contractor.
- D. Correction of safety or critical items shall begin as soon as reported.

- E. Correction of other items shall be made as soon as possible to meet all project deadlines.

1.4. Cleaning

- A. Contractor is responsible for all work areas being be left in a clean state at acceptance.
  - 1. Racks and equipment must be wiped free of dust.
  - 2. Cables must be wiped free of dust.
  - 3. Floor areas must be cleaned of all trash, boxes, packing material, wire pieces, labels, clippings, etc.

1.5. Final Acceptance and Closeout

- A. Contractor shall complete all testing and commissioning as specified prior to calling for final inspection by Guilford County Schools Technology Services.
- B. Guilford County Schools Technology Services will prepare a punch list and provide to Contractor.
- C. Final payment will not be approved until all punch list items are resolved.

Part 2 PRODUCTS

2.1. Not Used

Part 3 EXECUTION

3.1. Not Used

**End of Section 01 32 00**

**SECTION 01 41 13 Codes**

Part 1 GENERAL

1.1. Codes, Standards, and Guidelines

- A. Materials and work specified herein shall comply with the following applicable codes, guidelines, standards, and recommendations.
  - 1. All documents assume the latest date of issue.
  - 2. National Electric Code (NFPA 70) with special attention to the following Articles:
    - a) 314 – Outlet, Device, Pull, and Junction Boxes
    - b) 342 – Intermediate Metal Conduit
    - c) 344 – Rigid Metal Conduit
    - d) 348 – Flexible Metal Conduit
    - e) 352 – Rigid Polyvinyl Chloride Conduit
    - f) 353 – High Density Polyethylene Conduit
    - g) 358 – Electrical Metallic Tubing
    - h) 386 – Surface Metal Raceways
    - i) 388 – Surface Nonmetallic Raceways
    - j) 392 – Cable Trays
    - k) 640 – Audio Signal Processing, Amplification, and Reproduction Equipment
    - l) 645 – Information Technology Equipment
    - m) 770 – Optical Fiber Cables and Raceways
    - n) 800 – Communications Circuits
  - 3. American National Standards Institute (ANSI) standards:
    - a) ANSI C80.2 – Specification for Rigid Steel Conduit, Enameled

- b) ANSI C80.3 – Specification for Electrical Metallic Tubing, Zinc-coated
- c) ANSI/NEMA FB 1 – Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, EMT, and Cable
- d) ANSI/NEMA OS 1 – Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports
- e) ANSI/NEMA OS 2 – Nonmetallic Outlet Boxes, Device Boxes, Covers, and Box Supports
- f) ANSI/NEMA SB 40 – Communications Systems for Life Safety in Schools
- 4. Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA)
  - a) NEMA TC 2 – Electrical Polyvinyl Chloride Tubing and Conduit
  - b) NEMA TC 6 & 8 – Polyvinyl Chloride Plastic Utilities for Underground Installations
  - c) NEMA VE 1 – Metal Cable Tray Systems
  - d) NEMA VE 2 – Cable Tray Installation Guidelines
- 5. Telecommunications Industry Association (TIA) standards:
  - a) ANSI/TIA/EIA – 568-B Commercial Building Telecommunications Cabling Standard
  - b) ANSI/TIA/EIA – 569-A Commercial Building Standard for Telecommunications Pathway and Spaces
  - c) EIA/TIA – 606-A Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
  - d) EIA/TIA – 607 Commercial Building Grounding and Bonding Requirements for Telecommunications
- 6. BICSI guidelines:
  - a) BICSI Telecommunications Distribution Design Manual
  - b) BICSI Customer Owned Outside Plant Design Manual
  - c) BICSI Telecommunications Cabling Installation Manual
- 7. Underwriters Laboratories (UL) standards:
  - a) UL 6, 2000 Rigid Metal Electrical Conduit
  - b) UL 514B Fittings for Conduit and Outlet Boxes
  - c) UL 651 Schedule 40 and 80 PVC Conduit
  - d) UL 797 Electrical Metallic Tubing
- 8. Federal Communications Commission 47 CFR 68
- 9. ADA – Americans with Disabilities Act
- B. Any work that the Contractor believes to be not in compliance with the above shall be immediately reported to Technology Services prior to installation.

## Part 2 PRODUCTS

### 2.1. Listing & Labeling

- A. All products used must comply with the requirements of North Carolina General Statutes Chapter 66, sections 25-27.

## Part 3 EXECUTION

### 3.1. Not Used

**End of Section 01 41 13**

**SECTION 01 41 23 Fees**

Part 1 GENERAL

1.1. Fees

- A. Contractor is responsible for paying for:
  - 1. All fees, taxes, royalties, and other related charges.
- B. Payment of all required fees shall be complete before start of work.

Part 2 PRODUCTS

2.1. Not Used

Part 3 EXECUTION

3.1. Not Used

**End of Section 01 41 23**

**SECTION 01 41 26 Permit Requirements**

Part 1 GENERAL

1.1. Permits, License, Inspections

- A. Contractor is responsible for obtaining and paying for:
  - 1. All required permits, licenses, inspections, and fees;
- B. All necessary permits shall be complete before start of work.
- C. Contractor shall:
  - 1. Provide Guilford County Schools with copies of all required building and trade permits;
  - 2. Furnish and file with the proper authorities all drawings required by them in connection with this work;
  - 3. Be responsible for arranging all inspections and for securing all required signatures.
- D. Upon completion of the work, properly completed permits shall be returned to Guilford County Schools.

Part 2 PRODUCTS

2.1. Not Used

Part 3 EXECUTION

3.1. Not Used

**End of Section 01 41 26**

**SECTION 01 43 23 Installer Qualifications**

Part 1 GENERAL

- 1.1. Contractor must meet ALL qualifications listed here and any other qualifications as required.
  - 1. State of North Carolina SP-LV Electrical License.
  - 2. Training and experience installing and maintaining the products specified.

3. Personnel names, training, and certifications must be provided to Guilford County Schools Technology Services.
4. All past work for Guilford County Schools certified with no outstanding issues.
5. Contractor certifications and proof of requirements must be provided to Guilford County Schools Technology Services.

1.2. Sub-Contracting

- A. Contractors under this specification are expected and required to perform all work in their contract with permanent employees. The sub-contracting of work to other contractors or the hiring or contracting of temporary employees is not allowed, except under specified circumstance(s) as stated below.
- B. Any use of exceptions must be approved by Guilford County Schools Technology Services prior to work.
- C. Exceptions
  1. Electrical work requiring electrician license.
  2. Design or installation consultant.

1.3. Warranty

- A. Contractor will warrant that all technology work installed by Contractor:
  1. Is in good working order, free from defects, and in conformance with system specifications;
  2. Manufacturer's official published specifications have been followed;
  3. All rules, regulations, codes, etc. have been followed;
  4. Functions as specified in these specifications and manufacturer's literature.
- B. Warranty begins at date of acceptance and remains in effect for:
  1. One (1) year.
- C. Repairs, adjustments, and/or replacements (as determined by Guilford County Schools Technology Services to be in its best interest) to any defective equipment, materials, or other parts of the system will be provided at no cost to Guilford County Schools.
- D. All third party warranties shall be passed through from the Contractor to Guilford County Schools.
- E. Contractor will provide, prior to request for final payment:
  1. Completed manufacturer registration form;
  2. Warranty certificates.

Part 2 PRODUCTS

- 2.1. Not Used

Part 3 EXECUTION

- 3.1. Not Used

**End of Section 01 43 23**

**SECTION 27 05 00 Common Work Results for Communications**

Part 1 GENERAL

- 1.3. Not Used

Part 2 PRODUCTS

- 2.1. General

- A. All materials shall be new and free from defects.
- B. All installation shall be as per manufacturer's published recommendations in a neat manner and in accordance with industry standard practices.
- C. Standard, first-class products of the highest quality shall be used where no specific product is specified.
- D. Manufacturer's name, model number, and serial number will be clearly marked on all equipment.

2.2. Special Tools and Kits

- A. Any special tools and/or kits shall be provided by Contractor.

Part 3 EXECUTION

3.1. General

- A. All existing outlets and pathways shall be field verified.
- B. All new outlets and pathways shall be inspected and verified prior to installation.
- C. Final locations of outlets and equipment shall be coordinated with GCS Technology Services prior to installation.
- D. Maintain required clearances around all installations.
- E. Coordinate work to determine exact routing of cable, cable tray, hangers, conduit, etc.
- F. Work with GCS Project Manager to ensure ordering and delivery of materials is sufficient to meet all project schedules.
- G. Work with GCS Project Manager to schedule ordering and delivery of GCS Technology Services supplied equipment and materials so as to meet all project schedules.

3.2. Workmanship

- A. The best practices of the industry and trade shall be used for all installations.
- B. Appearance shall be considered a part of good workmanship. Rejection of a system in part or total may be made from lack of quality workmanship.

**End of Section 27 05 00**

**SECTION 27 05 28.A Pathways for Communications Systems**

Part 1 GENERAL

1.1. Interior Communications Pathways

- A. Shall provide for the placement of cables between building levels and/or between TER and TCs within a building, or the placement of horizontal cables and outlets, and consist of cable tray, caddy supports, conduit, sleeves, surface mounted raceway, etc.
- B. Pathways shall comply with TIA/EIA-569-A standards.

1.2. Size and Count

- A. The minimum conduit size for communication pathways is 0.75" (3/4").
- B. The count and size of pathways are dependent on the number of services being installed and the number and type of cables the pathways support. A maximum 40% fill ratio shall be maintained.
- C. Pathways will not be shared with any other service (e.g. electrical).

1.3. Firewall Penetrations

- A. Sealant or systems used to provide fire/smoke sealing of openings through fire and smoke rated walls and floor assemblies shall be listed or classified by an approved independent testing laboratory for "Through-Penetration Firestop Systems." The



system shall meet the requirements of "Fire Tests of Through-Penetration Firestops" designated by ASTM E814.

1.4. Non-Firewall Penetrations

- A. Provide and install fire protection materials for any penetrations used.

Part 2 PRODUCTS

2.1. Fire Protection General

- A. Listed by Underwriters Laboratories Inc. (UL), in "Fire Resistance Directory".
- B. Flexible to allow for pipe vibration in a through penetration application.
- C. Appropriate flame spread index and smoke develop index, when tested in accordance with ASTM E 84.
- D. Be compatible with each other, with the substrates forming openings, and with the items, if any, penetrating the firestopping, under the conditions represented by this project, based on testing and field performance demonstrated by manufacturer.
- E. Meet and be acceptable for use by all applicable codes.
- F. Meet the intent of the state or local and LEED guidelines on volatile organic compounds (VOC).
- G. Where applicable, meet the intent of the F rating classification for passage of flame per ASTM E 814 or ANSI/UL 1479 for through penetrations.
- H. Where applicable provide products that meet the intent of the T rating classification for the transfer of temperature per ASTM E 814 or ANSI/UL 1479 for through penetrations.
- I. Where applicable provide systems that meet the intent of the L rating classification for the movement of smoke per ANSI/UL 1479 for through penetrations.
- J. Where applicable provide products that meet the intent of the W rating classification for passage of water per ANSI/UL 1479 for through penetrations.
- K. Products by 3M Fire Protection Products or approved substitute.

2.2. 3M Fire Barrier CP25WB+ Sealant: High-performance, intumescent, water-based sealant. No-sag, fast drying, paintable, red in color. Versatile firestop sealant for pipes (not for use with CPVC), cables, cable tray, blank opening and other penetrations along with mineral wool or other fire-rated assembly products.

- A. Fire Resistance: For use in 1, 2, 3 or 4 hour fire-rated systems.
- B. Locations: Vertical assemblies, horizontal assemblies and smoke barrier.
- C. STC rating of 54 when tested in STC 54-rated wall assembly.

2.3. 3M Fire Barrier Water Tight Sealant 3000 WT: Single-part, water-tight, intumescent silicone firestop sealant for filling voids in concrete gypsum, metal, plastic, wood and insulation. Light gray color with black flecks. Meets UL Water Leakage Test, W Rating – Class 1 requirements.

- A. Fire Resistance: For use in 1, 2, 3 or 4 hour fire-rated systems.
- B. Locations: Vertical assemblies, horizontal assemblies and smoke barrier.
- C. STC rating of 53 when tested in STC 54-rated wall assembly.

2.4. 3M Fire Barrier Sealant 2000 NS: Single-part, non-slump elastomeric silicone firestop sealant. Sag-resistant, low VOC. Light grey color. Used in mechanical, electrical and plumbing applications to firestop openings and penetrations through fire-rated floor or wall assemblies. Typical penetrants include: metallic pipe, non-metallic pipe (FGG/BM

system CPVC compatible), conduit, power and communication cable and telephone or electrical wiring.

- A. Fire Resistance: For use in 1, 2, 3 or 4 hour fire-rated systems.
  - B. Locations: Vertical and horizontal assemblies.
  - C. STC-Rating of 56 when tested in STC 56-rated wall assembly.
- 2.5. 3M Fire Barrier Mortar: For sealing openings in concrete and masonry walls and floors. Self-Leveling, non-sag, low VOC.
- A. Fire Resistance: For use in 1, 2 or 3 hour fire-rated systems.
  - B. Locations: Vertical assemblies, horizontal assemblies and smoke barrier.
- 2.6. 3M Fire Barrier Self-Locking Pillow: Self-contained, intumescent firestop pillow with interlocking strips. Meets fire rating without the use of wire mesh. For use in firestopping larger openings.
- A. Fire Resistance: For use in 1, 2 or 3 hour fire-rated systems.
  - B. Locations: Vertical assemblies, horizontal assemblies and smoke barrier.
- 2.7. 3M Fire Barrier Pillow: Self-contained, intumescent firestop product. Meets fire rating without the use of wire mesh. For use in firestopping larger openings.
- A. Fire Resistance: For use in 1, 2 or 3 hour fire-rated systems..
  - B. Locations: Vertical assemblies, horizontal assemblies and smoke barrier.

### Part 3 EXECUTION

#### 3.1. Fire Protection and Penetrations

- A. Provide sealant or other protection to prevent the spread of smoke, fire, and gases through all new and existing penetrations.
- B. Check fire protection rating of all walls and floors and maintain the maximum rating at all times and in all spaces.
- C. All penetrations shall be patched and painted to match existing conditions.
- D. Use manufacturer's installation standards for all installations.
- E. Brick, Concrete, and Concrete Block Walls
  - 1. Seal, patch, and paint between sleeve and wall.
  - 2. Seal sleeve after installation of cable. In occupied buildings, firestop must be installed the same day as cable is pulled.
- F. Floors
  - 1. Seal openings between sleeves and core.
  - 2. Pack core with proper material prior to sealing.
  - 3. Rectangular openings shall utilize steel sleeves before installing firestop materials.
  - 4. Seal slots, sleeves, or ducts after installation of cable. In occupied buildings, firestop must be installed the same day as cable is pulled.
- G. Cable Trays
  - 1. Fire rated through wall product or sleeves shall be used were cable trays would penetrate a wall. Stop cable tray six (6) inches from wall.
- H. Fire Rated Gypsum Walls
  - 1. Seal, patch, and paint between sleeve and wall on both sides of wall.
  - 2. Seal sleeve after installation of cable. In occupied, firestop must be installed the same day as cable is pulled.
- I. Other Penetrations

1. All penetrations shall be protected to the rating of the highest rated part of wall.
  2. Load bearing stud walls must be penetrated by boxing the penetration. Do not use sealant to fill cavity in wall.
  3. Vertical shafts must maintain fire rating integrity.
  4. Outlet boxes in fire rated walls shall be sealed on both sides.
- J. Foundation penetrating conduits, used or spare, shall be sealed to prevent water and vermin intrusion into building.
- K. Spare conduits shall be plugged with expandable plugs.

**End of Section 27 05 28.A**

**SECTION 27 05 33 Conduits and Backboxes for Communications Systems**

Part 1 GENERAL

1.1. Quality Assurance

- A. All products shall be listed and labeled as defined in NFPA 70 by a testing agency acceptable to authorities have jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

1.2. Inaccessible Areas

- A. Inaccessible areas such as lock-in ceiling tiles, drywall or plaster, shall be avoided as distribution pathways.
- B. Inaccessible areas, such as parking lots, roads, etc. shall be avoided as distribution pathways.

1.3. Firewall Penetrations

- A. As specified in Section 27 05 28.A.

Part 2 PRODUCTS

2.1. Metal Conduit and Tubing

- A. Minimum size
  1. Three-quarter inch ( $\frac{3}{4}$ "
- B. Rigid Steel Conduit
  1. ANSI C80.1.
  2. Shall be hot-dipped galvanized steel, including threads.
  3. Rigid galvanized steel fittings shall be fully threaded and shall be of the same material as the respective system.
  4. Die-cast or pressure fittings are not permitted.
  5. Connectors shall have plastic insulating bushing.
- C. IMC
  1. ANSI C80.6
- D. EMT
  1. ANSI C80.3
  2. Shall be electro-galvanized steel.
  3. Die-cast or pressure fittings are not permitted.
  4. Connectors shall have plastic insulating bushing.
  5. Fittings
    - a) Set-screw type.
- E. Expansion Fittings

1. Provide expansion fittings with external grounding straps at building expansion joints.
  2. Galvanized steel expansion joints for RGS or EMT conduit.
  3. Minimum four inch (4") movement in either direction.
- 2.2. Boxes, Enclosures, and Cabinets
- A. Outlet Boxes
    1. Shall be galvanized steel.
    2. Outlet boxes exposed to moisture, exterior, wet or damp locations shall be cadmium cast alloy complete with threaded hubs and gasketed screw fastened covers.
  - B. Pull and Junction Boxes
    1. Shall be constructed of not less than 14 gauge galvanized steel with trim for flush or surface mounting in accordance with the location to be installed.
    2. In no case shall boxes be sized smaller than as indicated in Article 314 of the National Electrical Code for conduit and conductor sizes installed.
    3. Boxes shall be NEMA approved for the environmental condition of the location where they will be installed.

### Part 3 EXECUTION

#### 3.1. Metal Conduit and Tubing

- A. Install with a minimum of bends and offsets. Bends shall not kink or destroy the interior cross section of the conduit. Factory made bends shall be used for conduits 1" trade size and larger. Bend radius shall be six (6) times the internal diameter for conduit sizes up to two inches (2"). A conduit greater than two inches (2") shall have bend radius at least ten (10) times the diameter of the conduit.
- B. Runs exceeding 100 feet or 180 degrees of total bends shall be broken with suitable sized pull box. (LB or similar conduit fittings are not acceptable.)
- C. Conduits shall serve no more than one communication outlet.
- D. Secure within three feet of each outlet box, junction box, cabinet or fitting.
- E. Conduits and sleeves should extend six inches (6") into the TER or TC. If the conduits or sleeves are subject to water intrusion they must drain away from the room and be watertight. All conduits and sleeves must have ends plugged upon installation to keep debris from entering.
- F. Technology Conduits will not be shared with any other service (e.g. electrical).
- G. Conduit ends shall be bushed, reamed and grommeted.
- H. Conduits shall have a gentle sweep into the cable tray in the direction of cable route so as to avoid sharp cable bends.
- I. Conduits shall have a pull string installed.
- J. Clearly label conduit at exposed ends indicating closet or outlet where conduit terminates and the length of the conduit. Label pull boxes indicating destination of conduits entering and exiting.
- K. Provide fire stopping of all penetrations.

#### 3.2. Boxes, Enclosures, and Cabinets

- A. Outlet Boxes
  1. Outlet boxes installed in plaster, gypsum board or wood paneled walls shall be installed with raised plaster covers or raised tile covers.
  2. Outlet boxes installed in tile, brick or concrete block walls shall be installed with extra-deep type raised tile covers or shall be 3 1/2" deep boxes.
  3. Where structural or other obstructions prevent compliance with mounting heights listed herein, consult Guilford County Schools Technology Services for approval to change location.

4. Where communications outlets are shown on, behind, below or above furniture or millwork, verify the exact location and mounting height.
- B. Pull and Junction Boxes
  1. Do not locate backbone pull boxes at bends without prior review and approval of Guilford County Schools Technology Services. Where possible use sweeps for the bend and locate in a straight pull nearby.

**End of Section 27 05 33**

**SECTION 27 08 00 Commissioning of Communications**

Part 1 GENERAL

1.1. Acceptance

- A. 100% of cable, terminations, equipment, and installation must be tested and pass all testing requirements.
- B. Defective components or installations shall be repaired/replaced and re-tested at Contractor's expense.

1.2. Inspections

A. Pathways

1. Guilford County Schools Technology Services will inspect all pathways prior to the installation of cabling, at Contractor's request. Cable installation without prior inspection is subject to re-pulling at Contractor expense.

B. Cabling

1. Guilford County Schools Technology Services will inspect all cabling prior to termination, at Contractor's request. All cabling issues must be resolved prior to termination. Termination without prior inspection is subject to re-termination at Contractor expense.

C. Terminations

1. Guilford County Schools Technology Services will inspect all terminations prior to acceptance, at Contractor's request. All termination issues must be resolved prior to acceptance.

1.3. Security Cable

- A. All testing will comply with industry standards.

Part 2 PRODUCTS

2.1. Not Used

Part 3 EXECUTION

3.1. Security Cable

- A. All testing will comply with industry standards.

**End of Section 27 08 00**

**SECTION 27 15 00 Communications Horizontal Cabling**

Part 1 GENERAL

1.1. Quality Assurance

- A. Install all cables per the manufacturer's specifications and recommendations as well as all applicable codes and standards.

- B. Cabling pulls shall be scheduled to avoid delays to the project schedule and other trades.

1.2. Distance

- A. The maximum cable length between a door station and the master monitor shall be 330 feet. Cable runs that exceed the 330 feet will require a long distance adaptor, provided by the Contractor.
- B. All cables are full run. Splices or inline connectors are not allowed.

1.3. Master and Auxiliary Stations

- A. Maintain a 12 foot minimum service slack at the master station and auxiliary station to allow for limited choice in desk placement.
- B. Cable should exit pathway through a surface or flush mount outlet box with a single gang faceplate.

1.4. Avoidance

- A. Maintain a 12 inch minimum clearance from lighting fixtures, motors, or other objects that may cause interference.

Part 2 PRODUCTS

2.1. Cable

- A. Door to Master Station
  - 1. AIPHONE 871802, 18 AWG, Unshielded, Low-cap
- B. Power to Master Station
  - 1. AIPHONE 871802, 18 AWG, Unshielded, Low-cap
- C. Master Station to Auxiliary Station
  - 1. CommScope 7504, UltraMedia® ETL Verified Category 6e U/UTP Cable, Plenum, Green
- D. To Chime Extension Speaker
  - 1. AIPHONE 871802, 18 AWG, Unshielded, Low-cap

2.2. Faceplate

- A. Panduit CFPE1BLY, single gang, vertical faceplate, accepts one Mini-Com module.

Part 3 EXECUTION

3.1. Not Used

**End of Section 27 15 00**

**SECTION 28 13 00 Access Control**

Part 1 GENERAL

1.1. Complete and Functional System

- A. It is the expectation of Guilford County Schools Technology Services and this Specification that a complete and fully functional Aiphone access control system will be installed.
- B. Additional parts, programing, connections, etc. shall be considered to be a part of this Specification even if not explicitly specified.
- C. It is the responsibility of the Security Contractor to review this Specification and use their expertise to provide a complete system at no additional cost to Guilford County Schools.

1.2. Work Included

- A. All work in this Section is the responsibility of the Security Contractor.

- B. Equipment listed will be provided by the Contractor.
- C. Additional parts, cables, etc. will be provided by the Contractor at no additional cost.
- D. Contractor will:
  - 1. Install, configure, program, and test the Aiphone access control system.
  - 2. Installation work shall include, but not be limited to:
    - a) Master Station
    - b) Auxiliary Station (If required)
    - c) Power Supplies
    - d) Cabling
    - e) Connections
  - 3. Provide a training session to school staff. Training will include:
    - a) Minimum of two hours of initial training.

1.3. Documentation

- A. Provide one (1) complete set of documentation to the site.

Part 2 PRODUCTS

2.1. Master Station

- A. Aiphone JMS-4AEDV, 7" Touchscreen Handset/Hands-Free 4 x 8 Color Video Set

1. Includes:

- a) JK-DV
- b) JM-4MED
- c) PS-2420UL

2. MCW-S/A Desk Stand for Aiphone Monitors

- B. Auxiliary Station (If required)

1. Aiphone JM-4HD, 7" Touchscreen Handset/Hands-Free Sub Master for JM Series

2. MCW-S/A Desk Stand for Aiphone Monitors

- C. Door Station (One additional if required.)

1. Aiphone JK-DV, Vandal Resistant Surface Mount Color Video Door Station

- D. Speaker

1. Aiphone IER-2 Chime Extension Speaker

Part 3 EXECUTION

- 3.1. Install all equipment as per manufacturer instructions, suggestions, and recommendations, and information from pre-construction meeting.

**End of Section 28 13 00**

**End of Specification**

AIPHONE Installation  
Group 1

Bidder Name \_\_\_\_\_

Site	Labor	Materials	Tax on Materials	Total
Alamance				
Alderman				
Allen Jay Elem				
Archer				
Bessemer				
Bluford				
Brightwood				
Brooks				
Claxton				
Cone				
Erwin				
Fairview				
Falkener				
Florence				
Foust				
Frazier				
<b>Total</b>				



AIPHONE Installation  
Group 2

Bidder Name \_\_\_\_\_

Site	Labor	Materials	Tax on Materials	Total
Gateway				
Gibsonville				
Gillespie				
Guilford Elem				
Hampton				
Haynes-Inman				
Henderson				
High School Ahead				
Irving Park				
Jamestown Elem				
Jefferson				
Jesse Wharton				
Johnson Street				
Jones				
Joyner				
Kirkman Park				
<b>Total</b>				

AIPHONE Installation  
Group 3

Bidder Name \_\_\_\_\_

Site	Labor	Materials	Tax on Materials	Total
Lindley				
Madison				
McNair				
Millis Road				
Montlieu				
Morehead				
Northwood				
Oak Hill				
Oak Ridge				
Oak View				
Parkview				
Pearce				
Peck				
Peeler				
Pilot				
Pleasant Garden				
Total				

AIPHONE Installation  
Group 4

Bidder Name \_\_\_\_\_

Site	Labor	Materials	Tax on Materials	Total
Rankin				
Reedy Fork				
Sedalia				
Sedgefield				
Shadybrook				
Southern Elem				
Southwest				
Sternberger				
Stokesdale				
Summerfield				
Sumner				
Triangle Lake				
Union Hill				
Vandalia				
Washington Elem				
Wiley				
<b>Total</b>				

## **AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) CONTRACT PROVISIONS**

*By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.*

### **Reporting Requirements**

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

### **Posting with the Local Employment Security Commission**

In addition to any other job postings the Contractor normally utilizes, the Office of Economic Recovery & Investment (hereinafter, "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. All other positions must be posted a minimum posting of five days before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

### **Required Contract Provision to Implement ARRA Section 902**

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with

recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

### **Authority of the Inspector General provision**

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

### **Buy American provision**

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

### **Wage Rate Provision**

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by the submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

### **Availability and Use of Funds**

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

### **Whistleblower Provisions**

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95,

NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

**Outsourcing outside the USA without Specific Prior Approval Provision**

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the agency issuing the contract.

**Federal, State and Local Tax Obligations**

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

**Anti-Discrimination and Equal Opportunity**

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

**Office of State Budget and Management Access to Records**

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

**Contractor Acknowledgement (to be completed by awarded bidder and returned to Guilford County Schools Purchasing Department via e-mail: [ensley@mgsnc.com](mailto:ensley@mgsnc.com) )**

By entering into this contract with Guilford County Schools, Contractor hereby understands and agrees that all items or services are being paid for with funds from the American Recovery and Reinvestment Act (ARRA). By contracting with Guilford County Schools and accepting these funds, you agree to abide by all the aforementioned terms and conditions of ARRA. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Contractor/Company \_\_\_\_\_  
Purchase Order Numbers \_\_\_\_\_  
Authorized Signature (Contractor) \_\_\_\_\_  
Date \_\_\_\_\_



Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid  
The total value of minority business contracting will be (\$)\_\_\_\_\_.

## AFFIDAVIT A

This Affidavit and **ALL THREE (3) SECTIONS** Herein Must Be Completed By **ALL BIDDERS** and Submitted with Bid.

### Section I - Listing of the Good Faith Effort

**Bidder must earn at least 50 points from the Good Faith Efforts list for their Bid to be considered responsive and must submit documentation supporting all items checked within the timeframes set forth in Section III below.**

**I have made Good Faith Effort to comply under the following areas checked:**

- 1** - Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. "Contact" means contact by letter, fax, e-mail or other means to a viable and active address. **CONTRACTOR MUST ATTACH EVIDENCE OF CONTACT TO THIS AFFIDAVIT AND SUBMIT WITH BID.** Value = 10 points.
- 2** - Made the construction plans, specifications and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 days before the bids are due. Value = 10 points.
- 3** - Broken down or combined elements of work into economically feasible units to facilitate minority participation. Value = 15 points.
- 4** - Worked with MWBE trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of MWBE'S. Value = 10 points.
- 5** - Attended prebid meetings scheduled by the public owner. Value = 10 points.
- 6** - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. Value = 20 points.
- 7** - Negotiated in good faith with interested MWBE'S and did not reject them as unqualified without discussing with MWBE'S sound reasons based on their capabilities. **CONTRACTOR MUST ATTACH WRITTEN JUSTIFICATION FOR ANY REJECTION OF A MWBE BASED ON LACK OF QUALIFICATION TO THIS AFFIDAVIT AND SUBMIT WITH BID.** Value = 15 points.
- 8** - Provided assistance to an otherwise qualified MWBE in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help MWBE businesses in establishing credit. Value = 25 points.
- 9** - Negotiated joint venture and partnership arrangements with MWBE businesses in order to increase opportunities for MWBE business participation on the construction or repair project when possible. Value = 20 points.
- 10** - Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands. Value = 20 points.

The undersigned hereby certifies that he or she has read the terms of the MWBE business commitment, that the bidder has made the Good Faith Efforts in the areas checked above, and that he or she is authorized to bind the bidder to the commitment herein set forth.

Date:\_\_\_\_\_ Name of Authorized Officer:\_\_\_\_\_

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



## Section II - Portion of the Work to be Performed by Minority Firms

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with MWBE. MWBE will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if necessary)

Name and Phone Number	*MWBE Category	Work description	Dollar Value

\*MWBE categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

### Section III – Documentation of Good Faith Efforts

**ALL BIDDERS**, regardless of percentage of MWBE participation, **MUST** provide documentation of all Good Faith Efforts checked in Section I within the timeframes set forth in Parts A and B below.

Failure to submit these documents / information shall be grounds for deduction of Good Faith Points. In the event such a deduction results in a failure to achieve the required number of Good Faith Points, the Bid shall be rejected unless the bidder has otherwise demonstrated Good Faith Efforts.

#### **PART A (Documentation Required to be Submitted With Bid)**

Documentation **MUST** be provided **WITH THE BID** in order for the bidder to receive credit for certain items checked. If the bidder checked Items 1 or 7 in Section I, the bidder **MUST** provide documentation supporting those Good Faith Efforts **WITH THE BID**.

Examples of such documentation include, but are not limited to, the following:

#### **ITEM 1**

- Copies of solicitations for quotes to at least three (3) MWBE’s from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes and responses received from each firm responding to the solicitation.
- A telephone log of follow-up calls to each firm sent a solicitation.

#### **ITEM 7**

- For subcontracts where a MWBE is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract, and a letter detailing the reason(s) for any rejection of minority business(es) due to lack of qualification.

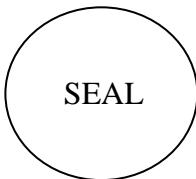
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I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

**PART B (Documentation Required to be Submitted Within 72 Hours of Notification)**

Certain documentation **MUST** be provided within 72 hours of notification of being the apparent lowest responsible, responsive bidder in order to receive credit for certain additional Items checked. If the bidder checked Items 2, 3, 4, 5, 6, 8, 9 or 10, the bidder **MUST** provide documentation supporting those Good Faith Efforts within 72 hours of notification of being the apparent lowest responsible, responsive bidder.

Examples of such documentation include, but are not limited to the following:

**ITEM 2**

- Invitation to view construction plans, specifications and requirements.
- Cover letter enclosing construction plans, specifications and requirements.

**ITEM 3**

- Copies of all bid solicitations or request for proposals broken down by scope of work.
- Letter detailing contractor's efforts to break down or combine elements of work into economically feasible units to facilitate minority participation.

**ITEM 4**

- Documentation of any contacts or correspondence to MWBE, community, or contractor organizations in an attempt to meet the goal.

**ITEM 5**

- Copy of pre-bid roster.

**ITEM 6**

- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for MWBE.

**ITEM 8**

- Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

**ITEM 9**

- Letter documenting negotiations with MWBE businesses to create joint venture or partnership arrangement for the construction or repair project.

**ITEM 10**

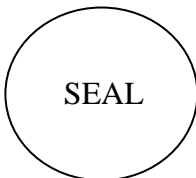
- Copy of quick pay agreements.
- Copy of quick pay policies.

I do certify the attached documentation as true and accurate representation of my good faith efforts.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_

## AFFIDAVIT B Intent to Perform Contract with Own Workforce.

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_  
\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

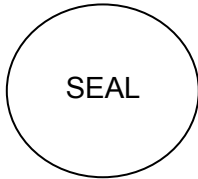
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



Guilford County Board of Education  
**INSTRUCTIONS TO BIDDERS**

1. CONTRACTOR'S LICENSES. - All applicable state and local licenses will be required.

2. BUILDING PERMITS - Will be the responsibility of the successful contractor.

3. INSURANCE

**a. Workers' Compensation Insurance**

The Contractor will maintain during the life of his contract Workers' Compensation insurance for all of his employees employed at the site of the project, and, in case any work is sub-let, the contractor shall require the sub-contractor similarly to provide Workers' Compensation insurance for all the latter's employees employed at the site of the project, unless such employees are covered by the protection afforded by the contractor.

**b. Public Liability Insurance**

The Contractor will maintain public liability insurance covering his liability for bodily injury and property damage which may arise from his operations, contractual obligations, products and completed operations, as well as operations performed by independent contractors, in not less than the following amounts:

1. A combined single limit (CBL) of \$1,000,000 each occurrence, or
2. A \$1,000,000 limit for Bodily Injury Liability, and \$1,000,000 limit for Property Damage Liability.

**c. Automobile**

The contractor will maintain Automobile Liability Insurance, to include liability coverage, covering all owned, hired, and non-owned vehicles used in conjunction with the contract. The minimum combined single limit will be \$150,000 bodily injury and property damage, \$150,000 uninsured/underinsured motorist, and \$1,000.00 medical payment.

An occurrence form of policy will be required, and the certificate of insurance submitted by the Contractor must be personally signed by a resident licensed agent of each of the companies listed on that form.

**c. Certificate of Insurance**

Each contractor shall furnish the Owner a certificate of insurance showing that the required insurance coverages are carried by the Contractor. The certificate of insurance should show the Guilford County Board of Education, Greensboro, NC, as additional insured, and list the project for which coverage is applicable. All insurance carriers shall be licensed to do business in North Carolina or approved to issue insurance coverage by the Commission of Insurance of North Carolina.

The Certificate of insurance shall include substantially the following provision: The insurance policies to which this certificate refers shall not be altered or canceled until after ten (10) days written notice of such cancellation or alteration has been sent by certified mail to the Guilford County Board of Education, Greensboro, North Carolina.

**d.** The Board of Education reserves the right to reject any carrier of insurance shown in the certificate of insurance by the Contractor on the grounds of poor claim service or financial responsibility.

4. SAFETY - Contractor shall be familiar, and in complete compliance, with OSHA requirements and regulations.

5. EXAMINATION OF CONDITIONS

**a.** Before submitting a bid, each Bidder shall examine the site. He shall familiarize himself with the site conditions and with the specifications. He shall investigate such local conditions as rules and regulations, availability and cost of labor, etc. which may affect the performance of the contract. No allowances will be made for his failure to do so. No consideration will be given at a later time for alleged misunderstanding as to requirements of work, materials to be furnished, or conditions required by nature of the site. Examination of the site shall be after 3:00 p.m. only, and with notification to the school principal. Other times must be arranged by contacting a representative of GCS.

**b.** Items incorrect or obviously omitted from the specifications by oversight or error shall be called to the attention of the Owner's representative, who will send written instructions to all Bidders.

6. QUALIFICATIONS - Bidders must have a successful record of experience in the type of work specified.

Guilford County Board of Education  
**INSTRUCTIONS TO BIDDERS**

7. PAYMENT TO THE CONTRACTOR - Payment will be made in one lump sum thirty (30) days after the work has been successfully completed and every provision of the specifications complied with to the Owner's satisfaction, evidence that all accounts are paid in full and three copies of the warranties and guarantees have been submitted to Owner.
8. FINAL CLEANING
  - a. The contractor shall at all times keep the premises free from accumulation of waste materials
  - b. The Contractor shall be responsible for removing all the construction debris from the premises and disposing of the same at a dump location of his choice
  - c. Restore any grassy areas and replace any sidewalks or pavement damaged during construction.
9. THE BIDDER hereby declares that the only person or persons interested in the proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the specifications for the work and has satisfied himself relative to the work to be performed.
10. THE GUILFORD COUNTY BOARD OF EDUCATION reserves the right to reject any or all bids and to waive any informalities or technicalities. All projects are awarded contingent on the availability of funds.
11. TAXES – PLEASE INCLUDE taxes in bid amount. TAX should be computed on the cost of your MATERIALS ONLY at the current tax rate (7.75% as of 10-01-09). Taxes will be added to purchase orders as a separate item.
12. DEFAULT AND PERFORMANCE BOND - In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.
13. SUBCONTRACTOR- Subcontractors may not be used unless receiving prior written approval from Guilford County Schools.
14. DISPUTE RESOLUTION -All Construction and Repair projects in the amount of \$15,000 or more are subject to the requirements of NCGS 143-128(f1). A complete copy of the Guilford County Schools Dispute Resolution Procedure is available for review in the Purchasing Department, 501 W. Washington St., Greensboro NC 27401.
15. SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND
  - A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).
  - B. At a minimum, the contractor shall obtain a complete North Carolina statewide criminal background investigation for all employees and subcontractors who will work on this project, covering a period for the last seven (7) years. In the event that the contractor or subcontractor is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of North Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with these criminal background checks is the responsibility of the contractor.

Each prime contractor will be responsible for all their employees and all of their subcontractors working under them.

Guilford County Board of Education  
**INSTRUCTIONS TO BIDDERS**

On sites that are occupied with students and staff, a daily sign-in sheet will be presented by each prime contractor to the principal and SRO – Student Resource Officer by 9:00 a.m. each morning. If there is no SRO – provide to the Principal. This list will contain the name of each person on site and the company they work for.

- C. Any individual with the following criminal convictions or pending charges will **NOT** be permitted on any school project or property.
  - 1. Child Molestation or Abuse or indecent liberties with a child;
  - 2. Rape;
  - 3. Any Sexually Oriented Crime;
  - 4. Drugs: Felony use, possession or distribution;.
  - 5. Murder, manslaughter or other death related charge; or
  - 6. Assault with a deadly weapon or assault with intent to kill.
- D. Any individual with a prior conviction or pending charges contained in the aforementioned list, shall be banned (not allowed) from any school project or property.
- E. Each person on site must wear a plastic laminated identification badge that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. All costs associated with these criminal background checks is the responsibility of the contractor. The ID badge template will be made available to the successful prime contractors at the Pre-Construction Meeting.
- F. Guilford County Schools, may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.



**GUILFORD COUNTY SCHOOLS**  
**ADDITIONAL INSTRUCTIONS & GENERAL REQUIREMENTS FOR INFORMAL**  
**CONSTRUCTION**

**REQUIRED WORK SCHEDULE**

**Prior to beginning work, the contractor is to provide a schedule that defines the construction effort.** Work is to be completed as per the approved project schedule, unless revised by the Guilford County Schools (GCS) Maintenance or Facilities Department. Work may begin when a **Notice to Proceed** is given. The NTP may be a phone call from a GCS Maintenance or Facilities Department Representative, with a verbal PO number, followed by a written notice to proceed and/or actual PO.

**PERMITS**

The Contractor is responsible for obtaining all required permits and for having and insuring all applicable certification requirements are met prior to the start of the work. The cost of any required permits is also the responsibility of the Contractor.

**ASBESTOS:**

The Contractor is advised that no representation is made by the Owner that the work site is completely free of asbestos-containing materials. Reasonable steps have been taken by the Owner to identify any such asbestos-containing materials; however, the Contractor is hereby notified that if any suspect materials are encountered, the following steps are to be taken:

- Stop work immediately.
- Rope off the work site to prevent anyone from contacting suspect materials.
- Contact the Owner and describe what was found.
- Comply with requirements of 29 CFR Part 1926 Occupational Safety and Health Standards for the Construction Industry.

**SITE CONDITIONS, UNDERGROUND UTILITIES**

It is the responsibility of the Contractor to become familiar with the specific conditions at the worksite. The Contractor is responsible for locating and marking all public and private underground utilities. Once marked, it is the Contractor's responsibility to maintain markings for reference. If the Contractor damages any underground utility, the Contractor must arrange for repair of the damage at their cost. The Contractor must also isolate the work site as much as possible from students/public by means of ropes, fencing, barricades, etc.

**DIGGING:**

Any required digging must be done Monday-Friday from the hours of 7:00 am until 4:00pm UNLESS other times are approved by project manager.

**SOIL DISRUPTION**

1. The Contractor will ensure that all holes are refilled and compacted (minimum 95%) in 6" intervals and the area disrupted by his effort is leveled and re-seeded.
2. The Contractor shall avoid driving across sidewalks, grass or other non-vehicular areas. Where vehicular access cannot be avoided, the Contractor shall be responsible for repairing and reseeded these areas to the Owner's satisfaction. The Contractor shall notify the school principal or GCS representative prior to crossing non-vehicular areas.

## **TRASH**

All trash, construction debris, etc, should be removed from the site daily or stored safely in a container belonging to the contractor.

## **DAMAGES**

The contractor is responsible for repairing all damages his organization causes to any GCS property during the performance of the work.

## **CHANGE ORDERS**

When unforeseen conditions require modifications to the Contract, the Contractor must propose changes by submitting a request for a change to the Owner (GCS). This request must include the following:

1. A statement outlining the reasons for the change and the effect of the change on the contract total cost and time for completion. The request is to provide a detailed description of the proposed change.
2. A list of required products, quantities needed, and unit cost, with the total amount of purchases to be made.
3. Applicable taxes, delivery charges, equipment rental, and amounts of trade discounts

The GCS representative must accept the proposed changes and give a notice to proceed to the Contractor prior to any Change Order work being performed. This notice may be either verbal or written; **HOWEVER, verbal change orders are only authorized for amounts of \$500.00 or less.**

## **PROJECT DELAYS**

**The Contractor will be responsible for contacting the GCS PM when a delay is anticipated.** The PM will evaluate the cause and make a recommendation to his/her supervisor if the delay justifies an extension of time in completing the project. If the delay is deemed warranted and an extension is granted, the PM shall notify the Contractor in writing.

## **PROJECT DEFAULT**

If the Contractor defaults or neglects to carry out the work in accordance with the project specifications or fails to provide adequate manpower, material, or resources within 48 hours of written notice of default by Owner, GCS may correct such deficiencies, or provide adequate manpower, material, and resources (including supplementing the Contractor's workforce). In such cases, an appropriate change order shall be issued deducting from current or future payments due the Contractor to include the actual cost of correcting such deficiencies, or providing adequate manpower, material, and resources including all other expenses GCS incurs. GCS may withhold payments to the Contractor until the cost of correction is determined. If payments due to the Contractor are not sufficient to cover such amounts, the Contractor's surety shall pay the difference to GCS.

## **INSPECTIONS**

The contractor is to notify the GCS Maintenance or Facilities Department project manager of all inspection dates and times involving the services of all certifying agencies.

The contractor will determine, within the specified contract period, when work is completed and ready for owner's acceptance inspection. At the acceptance inspection, the GCS representative will, if warranted, record a list of discrepancies that will be used to identify work that is incomplete or not in accordance with the specifications. **This list of discrepancies is to be known as the punch list.** At conclusion of the final inspection, the owner (**Guilford County Schools**) shall make the following determination:

1. That the project is complete and accepted.
2. That the project is accepted subject to resolution of the punch list. Correction of work not in accordance with specifications or determined to be unacceptable shall begin within 48 hours after receipt of notice from the owner or inspector and shall be pursued to completion.
3. That the project is not accepted and another date for a final inspection will be identified.

### **WORKSITE CONDUCT**

The contractor shall at all times obey the rules and restrictions of the Guilford County Board of Education pertaining to conduct while on school property. **NO TOBACCO PRODUCTS, ALCOHOLIC BEVERAGES OR WEAPONS ON SCHOOL PROPERTY.**

Due to the commitment to a drug and alcohol free workplace, it is also the policy of the Guilford County Schools that the work environment shall be free of the presence of alcoholic beverages or unlawful controlled substances and that contractor's employees shall perform their job assignment(s) safely, efficiently, and without the adverse influence of alcohol or controlled substances. Therefore, the school system prohibits all employees from possessing, using, manufacturing, dispensing, selling, distributing, or being under the influence of illegal drugs and from the use, sale, distribution or possession of drug paraphernalia. All employees are prohibited from unlawfully possessing, using, manufacturing, dispensing, selling, distributing, or being under the influence of alcohol.

### **IDENTIFICATION**

When on GCS property, the contractor and all persons performing work for him shall wear some form of identification showing the company name or logo, either by identification badge or by clothing (shirts, uniforms, hats) with the company name or logo.

### **SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND**

- A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).
- B. At a minimum, the contractor shall obtain a complete North Carolina statewide criminal background investigation for all employees and subcontractors who will work on this project, covering a period for the last seven (7) years. In the event that the contractor or subcontractor is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of North Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with these criminal background checks is the responsibility of the contractor.

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  3. Any Sexually Oriented Crime;
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- F. Guilford County Schools, may, at any time, request verification of criminal background investigation for any employee or subcontractor on school property.