

Guilford County Schools Purchasing Dept 501 W. Washington St. Greensboro NC 27401	INVITATION FOR BIDS NO. 189-5731	
	Bids Due: Friday, January 9, 2015 2:00 p.m.	
	Contract Type: ERATE	
Refer <u>ALL</u> Inquiries to: Velicia Moore Telephone No. (336) 370-3240	Service: High Bandwidth Network	
e-mail: gaddyv@gcsnc.com	Using Agency Name: Guilford County Schools	
(See page 39 for mailing instructions.)	Agency Requisition No.	

NOTICE TO BIDDERS

Sealed Bids, subject to the conditions made a part hereof, will be received at this office 501 W. Washington St., Greensboro NC 27401, until 2:00pm on the day of opening for furnishing and delivering the commodity as described herein. Refer to page 39 for proper mailing instructions.

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 set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

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

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

Offer valid for 45 days from date of bid opening unless otherwise stated here: January 9, 2016.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of Guilford County Schools (GCS) shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, special terms and conditions specific to this Invitation for Bids, the specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR GUILFORD COUNTY SCHOOLS USE ONLY

Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification or purchase order,.

by _____ (Authorized representative of Guilford County Schools).

GUILFORD COUNTY SCHOOLS

BID# 189-5731



TECHNOLOGY SERVICES

Request for Proposal

High Bandwidth Network

December 5, 2014

SECTION 01 INTRODUCTION

Part 1 District Information

- 1.1. Guilford County Schools (GCS) is the third largest district in North Carolina serving more than 72,300 students across 126 schools in urban, suburban and rural areas. Located in Guilford County in central North Carolina, GCS employs over 9,000 full time personnel, including 249 principals and assistant principals, 2,540 elementary teachers, and 1,158 secondary teachers.
- 1.2. GCS currently utilizes a scalable, secure, and redundant Metro Ethernet network throughout Guilford County. GCS envisions utilizing Ethernet technology with higher bandwidth and the same or better scalability, reliability, security, and redundancy to support data, voice, video, and security applications.
- 1.3. GCS sites are currently connected to one of six Metro Ethernet "clouds" which are in turn connected by 1 Gbps Metro Ethernet to the GCS Network Operations Center (NOC) at 425 Prescott Street and Internet Connection (IC) at 712 N. Eugene Street, Greensboro, NC 27401.

Part 2 Purpose of RFP

- 2.1. GCS is seeking to partner with a single Service Provider for a High Bandwidth Network service as described in this RFP.
- 2.2. The selected Service Provider must meet all requirements in this RFP as well as all applicable Federal, State, County, and City laws, regulations, and contract requirements.
- 2.3. Proposals should include all specifications and services above and beyond the listed requirements that the vendor believes would enhance the service to GCS.

Part 3 General Provisions

- 3.1. The issue of this RFP does not commit GCS to select a Service Provider or make an award.
- 3.2. Service Provider is responsible for all expenses incurred by Service Provider in the preparation of a response to this RFP. This includes attendance at interview, presentations, or other meetings and demonstrations, where applicable.
- 3.3. All proposals shall adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments issued by GCS.
- 3.4. GCS will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal GCS information of previous contract history with Service Provider (if any) in consideration of proposal scoring. GCS also reserves the right to consider other reliable references and publicly available information in evaluating a Service Provider's experience and capabilities.
- 3.5. The proposal must be signed by a person authorized to legally bind Service Provider.
- 3.6. The proposal shall contain a statement that the proposal and the pricing contained therein will remain valid for a period of 1 year from the date and time of the proposal submission.
- 3.7. The RFP and Service Provider's proposal, including all appendices and attachments, may be incorporated in the final contract, if awarded.
- 3.8. Public Record and Confidential Information
 - A. Following announcement of an award decision, all submissions in response to this RFP will be considered public records for public inspection pursuant to the State of North Carolina General Statutes, Chapter 132.
 - B. In the event a request is made to produce a proposal, GCS will provide the proposal to the requester. GCS will not undertake to determine where any proposal or part of proposal is confidential or otherwise protected from disclosure.
 - C. Trade Secrets
 1. Service Provider may protect "trade secrets" as defined in NCGS 66-152(3), "Trade secret" means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that: a. Derives independent actual or

potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. Trade Secrets will be included on separate pages clearly marked at the top and bottom "TRADE SECRET".
3. A reference to the Trade Secret page shall be included within the RFP response for that section stating "See TRADE SECRET pages".

3.9. GCS, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals.

3.10. If a Service Provider cannot provide a part or piece of the specifications as described in this RFP, that Service Provider may propose a functionally equivalent part or piece. Service Provider must provide an explanation of the equivalency. GCS reserves the right to refuse an alternative proposal.

3.11. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Service Provider's responsibility to determine the applicability and requirements of any such laws and to abide by them.

3.12. For purposes of contract, arbitration, and other legal matters, the Guilford County Board of Education shall be the binding legal entity and authority. No state laws or statutes other than those of North Carolina are considered binding.

Part 4 Number of Awards and Contract

4.1. GCS anticipates making a single award as a result of this RFP process. This award will take the form of a contract or purchase agreement between the qualified Service Provider and GCS.

Part 5 Contract Term

5.1. GCS is seeking a cost-efficient proposal to provide services, as defined in this RFP, for the contract period of July 1, 2015 – June 30, 2017.

5.2. Following the initial two year term of the contract, GCS may opt to renew the contract for up to three (3) additional one year period(s), subject to satisfactory performance. There is no guarantee that an extension will be exercised and vendors should have no expectation of this occurring.

Part 6 E-Rate Compliance

6.1. This RFP is prepared for participation in the E-Rate program (more formally known as the schools and libraries universal service support mechanism). Awarded contracts or purchase agreements will be submitted to the Universal Service Administrative Company (USAC), Schools and Libraries Division (SLD) for supplemental funding. Service Provider will be required to provide a Service Provider Identification Number (SPIN), and a valid Federal Communications Commission Registration Number (FCCRN) for participation.

6.2. Service Provider should familiarize themselves with E-Rate program requirements before submitting a proposal.

6.3. Service Providers submitting bids in response to this RFP must certify that the offered pricing is in compliance with the FCC's rule regarding Lowest Corresponding Price (LCP), pursuant to 47 C.F.R. § 54.511(b).

6.4. Service Provider agrees to participate in the E-Rate program and cooperate in all respects with GCS, USAC, and any agents acting in its behalf, and the Federal Communications Commission (FCC) to ensure GCS receives all E-Rate funding for which it has applied and to which it is entitled pertaining to the Service Provider's products and/or services.

6.5. Service Provider shall provide to GCS staff and/or E-Rate consultant, within a reasonable amount of time, all documentation and information that the Service Provider has or that Service Provider can reasonable

acquire, that GCS may need to prepare its E-Rate applications, respond to inquiries from the USAC or FCC, and to document transactions eligible for E-Rate support.

6.6. Service Provider shall maintain all quotes, bids, correspondence, records, delivery information, bills, invoices, memoranda, and other information and data pertaining to Service Provider's services to GCS. All such records shall be retained for ten (10) years after the last day to provide services related to this RFP. Such information and data shall be subject to audit and inspection by GCS. Service Provider shall include in all Sub-Service Provider/Sub-Contractor agreements for services, provisions requiring Sub-Service Provider/Sub-Contractor to maintain the same records and allowing GCS the same right to audit or inspect those records.

Part 7 Minority and Woman Owned Business (MWBE)

7.1. The Guilford County Board of Education promotes full and equal access to business opportunities with GCS. Minority and woman owned businesses as well as other responsible vendors shall have a fair and reasonable opportunity to participate in GCS business opportunities.

End of Section 01

SECTION 02 RFP PROCESS

Part 1 General

- 1.1. This section contains instructions for Service Providers to use in preparing their proposals.
- 1.2. GCS has sole discretion to determine whether a variance from the RFP requirements should result in either disqualification or reduction in scoring.
- 1.3. GCS seeks detailed, yet succinct, responses that demonstrate the Service Provider's experience and ability to perform the requirements of this RFP.
- 1.4. Service Providers may submit one (1) alternate proposal. The alternate shall be submitted separately and shall follow all requirements as listed in this RFP. Alternate proposals will be reviewed and scored according to the same requirements and guidelines as all other proposals. GCS is only interested in alternate proposals if the alternate is materially different than the main proposal. Alternate proposals shall be labeled clearly on the cover page "ALTERNATE PROPOSAL".

Part 2 RFP Posting

- 2.1. GCS will submit a form 470 to the USAC SLD and post the RFP on the GCS website at <http://purchasing.gcsnc.com/BidCurrent/PurchasingQuoteList.aspx> where it will remain posted for twenty-eight (28) days.
- 2.2. Interested Service Providers may submit RFP responses for evaluation to GCS at the address provided and in the manner requested below.

Part 3 Service Provider Conference and Site Visits

3.1. Conference

- A. A mandatory pre-bid Service Provider conference will be held.
- B. Conference will be held at Guilford County Schools Technology Services, 425 Prescott Street, Greensboro, NC 27401.
- C. Attendance is mandatory for all Service Providers intending to provide a proposal in response to this RFP.
- D. Please limit the number of attendees to a maximum of three (3) individuals.
- E. Service Provider will be required to provide a single contact authorized to submit questions, receive answers, receive RFP addenda, etc.
 1. The name, address, phone number, and email address of contact is required and is to be provided at the pre-bid conference.

3.2. Site Visits

- A. GCS understands the construction and engineering considerations of potential Service Providers. In order to meet the E-Rate program submission deadline, and accommodate Service Providers who wish to physically survey the sites, GCS will provide site visits to a sample of GCS schools.
- B. During the site visit period, GCS will allow interested Service Providers to visit a sample of GCS schools.
- C. Site visits are non-mandatory.
- D. Service Providers wishing to participate in site visits should state that intention at the pre-bid conference.
- E. Each Service Provider will be limited to a maximum of four (4) individual participants.
- F. Site visits will be hosted by GCS Technology Services.
- G. Service Providers must provide their own transportation to and from all sites.
- H. Under no circumstances are Service Providers to directly contact schools or visit without Technology Services staff.

Part 4 Questions

- 4.1. Questions regarding this RFP or response and submittal procedures must be presented prior to the date listed in the Schedule of Events.

- 4.2. Questions are to be directed via email to erateresponses@gcsnc.com
- 4.3. All questions will be answered to all Service Providers attending the pre-bid conference.
- 4.4. Questions will be answered by the date listed in the Schedule of Events.

Part 5 RFP Response

- 5.1. Include any forms provided in the RFP package or reproduce those forms as closely as possible. All information shall be presented in the same order and format as described.
- 5.2. It is the responsibility of the Service Provider to include all information requested at the time of submission. Failure to provide information requested may, at the discretion of GCS, result in a lower scoring or the proposal being disqualified.
- 5.3. Service Providers participating in the pre-bid conference will be provided electronic copies of the response documents in current version of Microsoft Word and Excel.
- 5.4. The responding Service Provider will complete and submit the response in both written and electronic formats.

5.5. Detailed Textural Response

- A. Service Providers are required to submit written acknowledgement and/or information requested for all numbered RFP items. Service Provider response shall be one of the following (where Service Provider Name is the name of the service providing corporation):
 - 1. "Service Provider Name has read, understood, and accepts the statements and requirements of (item number) without conditions or exceptions."
 - 2. OR "Service Provider Name has read, understood, and accepts the statements and requirements of (item number) with the following conditions or exceptions: (state conditions, exceptions, and explanation)."
 - 3. OR "Service Provider Name has read, understood, and does not accept the statements and requirements of (item number) due to the following: (state reason and explanation)."
 - 4. OR If the section is a question or request for information, Service Provider will provide an applicable response.
- B. Responses shall be placed within a box directly below the item.
- C. Example of response:

Section 2, Item 5.3	<u>Service Provider Name</u> has read, understood, and accepts the statements and requirements without conditions or exceptions.
Section 2, Item 5.1 – Section 2, Item 5.4	<u>Service Provider Name</u> has read, understood, and accepts the statements and requirements without conditions or exceptions.

- D. RFP Sections 4, 5, 6, 7, 8, and 9 require Service Provider to present information, explanations, or descriptions that shall be fully addressed by Service Provider. Proposals with incomplete responses are subject to rejection.
 - 1. The response to these items will be a detailed answer to the question or requirement placed directly beside the item number in the response document.

5.6. Detailed Financial Response

- A. Service Provider is to complete the detailed Excel spreadsheet provided noting all components and costs to GCS for the service proposed.
- B. Service Provider will also include an estimate of applicable taxes and fees that may appear on billing.

Part 6 Proposal Format

- 6.1. One original and three (3) copies of each proposal shall be submitted (i.e. 4 binders).
- 6.2. Page size shall be 8-1/2" x 11" with the exception of glossy brochures or other pre-printed materials.
- 6.3. Service Provider will include this RFP in its entirety in the response.
- 6.4. The entire response, including all associated literature, should be presented in a single binder.

6.5. Each Section shall be a separate tabbed section in the response, in the following order:

- A. Cover Page
- B. Section 1 and Section 2 in the same tab. No responses are required.
- C. Section 3 with responses.
- D. Section 4 with responses.
- E. Section 5 with responses.
- F. Section 6 with responses.
- G. Section 7 with responses.
- H. Section 8 with responses.
- I. Section 9 with responses.
- J. Site Spreadsheet
- K. Annual Report
- L. Financial Response

6.6. Cover page must be signed by a representative of Service Provider having the authority to enter into contracts.

6.7. The Service Provider's name shall appear in the footer of every page, including attachments.

6.8. Each attachment shall reference the Section and Number to which it corresponds.

Part 7 RFP Response Submission

7.1. Responses shall be addressed to and delivered to:

- A. Purchasing Office
- B. Attn: Velicia Moore
- C. Guilford County Schools
- D. 501 W. Washington Street
- E. Greensboro, NC 27401

7.2. Sealed responses bearing the title of the RFP must be received at the above address no later than the date and time listed in the Schedule of Events.

7.3. Response may be delivered by USPS, courier, package delivery service, or in person. Fax or email responses are not accepted.

7.4. Responses arriving any time after the date and time listed in the Schedule of Events will not be accepted.

Part 8 Completeness and Intention

8.1. Each responding Service Provider is advised to read this RFP carefully. Any and all exceptions to an item in this RFP must be duly noted and explained in the response. Failure to take exception to any item shall be considered as both the intention and the ability of Service Provider to fully comply with that item.

8.2. Responding Service Providers should make a careful examination of the scope of work and its proper implementation, so as to include in their response proper and sufficient information to ensure GCS of Service Provider's capability to meet the service requirements.

Part 9 Partnerships and Subcontracts

9.1. Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit proposals in response to this RFP. Partnerships and consortia of entities may work together to respond to this RFP. However, each proposal must clearly identify a prime Service Provider. The prime Service Provider will be responsible for providing all deliverables as defined by any resulting contract or purchase agreement according to the terms and conditions as set forth in any resulting contract or purchase agreement.

9.2. GCS intends to identify one Service Provider to orchestrate installation, support, and maintain the services sought through this RFP process and contract term. The solution proposed must include all facilities in the GCS system; therefore, the selected primary Service Provider may "team", "partner", or "subcontract"

with other providers to offer a complete solution; however the selected prime Service Provider will be the provider of record.

A. In order to comply with E-Rate requirements, GCS will accept separate contracts and invoices from Service Providers for those facilities not in the territory of the prime Service Provider.

9.3. Service Providers submitting proposals as a prime Service Provider or as one of a team of Service Providers may wish to provide all of the proposed services directly, or provide certain elements directly and the remainder through subcontracts under the following conditions:

A. Any and all subcontractors must be identified in the response to this RFP;

B. Service Provider must notify GCS of any change of the subcontractor's status with Service Provider;

C. Sub-contractors must meet all provisioning, installation, and maintenance requirements;

D. Sub-contractors may not sub-contract their assigned responsibilities and duties without the permission of GCS;

E. The prime Service Provider is solely responsible for all products and services provided to satisfy the requirements of this RFP.

Part 10 Proposal Evaluation

10.1. Evaluation of Service Provider proposals will be based upon meeting the requirements of this RFP as determined by:

A. Overall costs;

B. Transition costs;

C. Transition risk;

D. An evaluation of Service Provider's RFP response as to its completeness and conformity to all requirements;

E. Service Provider's experience with the technology requested;

F. Service Provider's service levels;

G. Compliance with the terms and conditions;

H. Service Provider's client history and business stability;

I. Service Provider's history with GCS;

J. Service Provider's client references;

K. Any other factors which GCS deems to be in its best interest.

Part 11 Schedule of Events

11.1. Major Milestones

A. RFP Posting – December 5, 2014

B. Mandatory Pre-bid Conference – December 15, 2014, 10:00 AM

C. Site Visits – December 16 - 19, 2014

D. Question Deadline – December 19, 2014

E. Question Response – December 23, 2014

F. Proposals Due – January 9, 2015 by 2:00 PM.

G. Proposal Evaluation – January 12 – 16, 2015

H. Recommendation to School Board – February 2015

I. Notification to Selected Provider – February 2015

J. Installation Start – February 2015

K. Installation Complete – June 30, 2015

Part 12 Notice of Acceptance

12.1. GCS will notify the selected Service Provider and file the form 471 with the Schools and Libraries Corporation. Upon acceptance and approval by the Schools and Libraries Corporation, GCS will notify the selected Service Provider and finalize the contract award.

End of Section 02

SECTION 03 TERMS & CONDITIONS

Part 1 General

- 1.1. The following terms and conditions are in addition and complimentary to terms and conditions stated elsewhere in this RFP.

Part 2 Payment of Subcontractors

- 2.1. Subcontractors shall be paid by Service Provider in a timely manner. Service Provider shall not permit liens against GCS property due to failure to pay subcontractors. In the event a lien is filed, Service Provider shall cause such lien to be removed within ten (10) days of the recording. Service Provider agrees to hold harmless and indemnify GCS, its officers, employees, and representatives, from any and all liability for any liens, demands, and actions.

Part 3 Codes and Laws

- 3.1. Service Provider will ensure compliance with all applicable local, state, and national laws, fire codes, building codes, electrical codes, manufacturer procedures, and any other applicable law, code, or industry recognized standard.
- 3.2. All material and installation shall be in compliance as specified, or will be corrected within ten (10) days after notification. All corrections will be the expense of Service Provider.

Part 4 Technician Certifications

- 4.1. All Service Provider technicians working on this project will be certified to install, support, and maintain the offered solution.

Part 5 Responsibility for Damage

- 5.1. Service Provider assumes all liability for damage to GCS property or facilities caused by Service Provider or its subcontractors.
- 5.2. All damage must be repaired within ten (10) days of notification, unless damage effects the educational or business function of the facility.
- 5.3. In the case of damage that effects the educational or business function of the facility, damage shall be repaired prior to the next business day.

Part 6 Authorization to Supply

- 6.1. Service Provider represents that it is authorized to supply all products, components, and materials that make up the system being proposed.
- 6.2. Service Provider shall defend, hold harmless, and indemnify GCS, its officers, employees, and representatives from and against all liabilities, claims, actions, losses, costs, and obligations resulting from any action brought against GCS, its officers, employees, and representatives based on any allegation that Service Provider was not authorized to provide the products or that those products infringe upon a United States patent or copyright.
- 6.3. If injunctive relief is obtained against GCS use of a product by reason of such infringement, or if, in GCS opinion, a product is likely to become the subject of a claim of such infringement, Service Provider shall, at GCS option and at Service Provider expense:
 - A. Procure for GCS the right to continue using the product; or
 - B. Replace or modify the product so that no infringement of patents or copyrights exist.

Part 7 Schedule Completion

- 7.1. GCS will provide a construction schedule from February 2015 through June 2015. GCS use of all circuits will begin no later than July 1, 2015.
- 7.2. Remaining facilities not available for use by July 1, 2015 will result in a penalty of \$1,000 per day per site charged to Service Provider.

Part 8 Insurance

- 8.1. Insurance and Bonds

- A. Service Provider shall secure, pay the premiums for, and maintain in full force and effect throughout the contract, the insurance and bonds specified below.
 - 1. Each policy providing such insurance or bond shall be carried with a reputable company authorized by the Commissioner of Insurance to do business in North Carolina, acceptable to GCS, and shall name GCS as an additional insured where permissible.
 - 2. Prior to the effective date of any agreement between Service Provider and GCS, Service Provider shall furnish to GCS certificates of all insurance and bonds.
 - 3. Service Provider shall furnish GCS with evidence of coverage and record of premium payment as GCS, in its sole discretion, may request at any time, and from time to time, during the contract term.
- B. Providing and maintaining adequate insurance coverage is a material obligation of Service Provider.
- C. All such insurance shall meet the laws of the State of North Carolina.
- D. Service Provider shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any such policies, except as they may conflict with existing North Carolina laws or the contract.
- E. The limits of coverage under each insurance policy maintained by Service Provider shall not be interpreted as limiting Service Provider's liability an obligations under the contract.

8.2. Commercial General Liability

- A. Commercial General Liability Insurance, including coverage for independent contractor operations, contractual liability assumed under this contract, products/completed operations liability, and broad form property damage liability insurance coverage protecting Service Provider and GCS up to the combined single limit of at least \$1,000,000 per occurrence for injury to, or death of any one more persons by the same accident and for damage to property.

8.3. Automobile Liability Insurance

- A. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles protecting Service Provider and GCS up to the combined single limit of at least \$1,000,000 per occurrence for injury to, or death of, any one or more persons by the same accident and for damage to property.

8.4. Workers Compensation

- A. Workers Compensation Insurance as required by the laws of the State of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000 covering all Service Provider's employees who are engaged in any work under the contract.
- B. If any work is subcontracted, Service Provider shall require the subcontractor to provide coverage for any subcontractor employees engaged in any work under the contract.

8.5. Employee Fidelity Bond

- A. Blanket Employee Fidelity Bond covering loss sustained by GCS due to dishonest acts of Service Provider or its employees, servants, or agents with a minimum limit of \$25,000 per occurrence.

Part 9 Payment Schedule and Conditions for Payment

- 9.1. All terms for all sites are to be co-terminus.
- 9.2. If required, construction may begin following award; however, complete facilities construction costs will not be invoiced or paid earlier than July 1, 2015.
- 9.3. Recurring cost payments will be made following successful implementation and testing, and within thirty (30) days of receipt of Service Provider's invoice.
- 9.4. For installations added to the attached list of facilities within the first twelve (12) months of the contract, GCS commits to a term of at least twelve (12) months for the facility or for the remaining months between installation and the expiration date of the contract. Further, GCS agrees to pay the construction

costs for the added facility provided the construction costs and monthly recurring costs are consistent with construction costs and recurring costs for the currently identified facilities.

9.5. For facilities added during the last twelve (12) months of the contract, GCS agrees to pay for the construction costs for the added facility provided the construction costs and monthly recurring costs are consistent with construction costs and recurring rates for the currently identified facilities.

9.6. A facility may be decommissioned or no longer require service during the course of the contract. GCS requires the ability to reduce its monthly recurring payment by the amount of the payment associated with the decommissioned facility or no longer required service.

Part 10 Understanding

10.1. By submitting a response to this RFP, Service Provider acknowledges and agrees that:

- A. The RFP is understood and Service Provider is fully informed of the intent of the RFP and the completeness and quality of the products, materials, and services sought.
- B. Service Provider's response will constitute an offer to be selected as a pre-qualified provider of GCS technology standards.
- C. The RFP and response will be incorporated into and made a part of any subsequent award of contract to provide, install, and maintain the proposed service.

Part 11 Performance and Default

11.1. If, through any cause, Service Provider shall fail to fulfill in a timely and proper manner the obligations under this agreement, GCS shall thereupon have the right to terminate this contract by giving written notice to Service Provider and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by Service Provider shall, at the option of GCS, become its property, and Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, Service Provider shall not be relieved of liability to GCS for damages sustained by GCS by virtue of any breach of this agreement, and GCS may withhold any payment due to Service Provider for the purpose of setoff until such time as the exact amount of damages due GCS from such breach can be determined.

11.2. In case of default by Service Provider, GCS may procure the services from other sources and hold Service Provider responsible for any excess cost occasioned thereby. GCS reserves the right to require a performance bond or other acceptable alternative performance guarantees from Service Provider without expense to GCS.

11.3. In addition, in the event of default by Service Provider under this contract, GCS may immediately cease doing business with Service Provider, immediately terminate for cause all existing contracts GCS has with Service Provider, and de-bar Service Provider from doing future business with GCS.

11.4. Upon Service Provider filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against Service Provider, GCS may immediately terminate, for cause, this contract and all other existing contracts Service Provider has with GCS, and de-bar Service Provider from doing future business with GCS.

11.5. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Part 12 Termination

12.1. GCS may terminate this agreement at any time by thirty (30) days' notice in writing from GCS to Service Provider.

12.2. In that event, all finished or unfinished deliverable items prepared by Service Provider under this contract shall, at the option of GCS, become its property.

12.3. If the contract is terminated by GCS as provided herein, Service Provider shall be paid for services satisfactorily completed, less payment or compensation previously made.

End of Section 03

SECTION 04 EXECUTIVE SUMMARY

Part 1 General

- 1.1. Service Provider shall provide an executive overview of the RFP response, which includes a brief history of Service Provider history with the technology proposed, including the products and components that comprise the system.
- 1.2. Service Provider should highlight any major features, functions, or areas of support that Service Provider feels would bear weight in evaluation.

End of Section 04

SECTION 05 CORPORATE and ADMINSTRATIVE

Part 1 General

- 1.1. This section requests pertinent and specific information concerning Service Provider and Service Provider experience with the solution proposed. This information will assist GCS in evaluating each Service Provider's ability to provide the system and services requested. Service Provider shall offer the information as required. GCS also requires Service Provider to submit a copy of Service Provider's latest annual report as an attachment.

Part 2 Corporate Profile

- 2.1. Corporate Name
- 2.2. Corporate Address
- 2.3. Corporate Mission Statement
- 2.4. Brief Corporate History
- 2.5. Organizational Chart
 - A. The chart must include an accurate depiction of the organizational structure and include all departments and personnel who will be providing the products and services to GCS.

Part 3 Sales Team Profile

- 3.1. Service Provider shall provide the information for each of the listed sales team personnel who would be assigned to this project.
- 3.2. Information for each team member will contain:
 - A. Name
 - B. Title
 - C. Office Telephone
 - D. Mobile Telephone
 - E. E-Mail Address
- 3.3. Provide this information for:
 - A. Sales Representative
 - B. Sales Manager
 - C. Regional Manager
 - D. Sales Engineer

Part 4 Service Team Profile

- 4.1. Service Provider shall provide the information for each of the listed sales team personnel who would be assigned to this project.
- 4.2. Information for each team member will contain:
 - A. Name
 - B. Title
 - C. Office Telephone
 - D. Mobile Telephone
 - E. E-Mail Address
- 4.3. Provide this information for:
 - A. Project Manager
 - B. Lead Technician
 - C. Regional Manager
 - D. Sales Engineer

Part 5 Prime Service Provider / Sub Service Provider Interface

- 5.1. Due to the span of the GCS district, there will be sites which fall in the jurisdiction of different providers. The prime Service Provider will describe their ability to interface with other Service Providers from physical, logical, and invoicing standpoints in order to provide a comprehensive district-wide solution.

End of Section 05

SECTION 06 REFERENCES

Part 1 General

- 1.1. Service Provider will include a brief synopsis of at least three (3) deployments of similar scope and complexity to the work under this RFP. References for local projects are preferred.
- 1.2. Please provide for each project reference:
 - A. The reference company name
 - B. The location where services have been or are being rendered
 - C. The contact name and title
 - D. The contact phone number
 - E. The contact email address
 - F. A description of the project and/or services provided

End of Section 06

SECTION 07 SERVICE REQUIREMENTS

Part 1 General

- 1.1. Due to a progression in education toward bandwidth intensive, network, and cloud based applications and services, GCS seeks a high bandwidth converged network capable of reliable, scalable, and secure transport of data.
- 1.2. Complete and Cost Effective
 - A. Service Provider must provide a product that is both functionally complete and cost effective. Service Provider must demonstrate the ability, capacity, and flexibility to collaborate successfully and actively with GCS.
- 1.3. Ongoing Improvements
 - A. GCS is vitally interested in investing in solutions which have long-life and upgradeability to provide continuing and enhanced capabilities over time, including migration to evolving standards. Service Provider must describe its product's ability to adapt to or incorporate improved technology.
- 1.4. Any terminology representative of any Service Provider offering is not preference oriented, but is intended to be descriptive of the service/technology sought.

Part 2 Physical Topology

- 2.1. Service Provider will explain in detail the physical topology of the solution proposed.
- 2.2. Confidential information need not be revealed, however the design concept should be explained completely.

Part 3 Virtual Topology

- 3.1. GCS desires a hub and spoke topology with multiple hubs connecting to the Prescott and Eugene NOCs.
- 3.2. Each site shall connect to a hub at a speed selected from the site spreadsheet.
- 3.3. In the event that a prime Service Provider must use sub-Service Providers for sites outside of their jurisdiction, a maximum of one (1) hub shall be used for each sub-Service Provider.
- 3.4. Each hub shall be connected to both the Prescott and Eugene NOCs with a minimum of a 10 Gbps connection.
- 3.5. In the event of a hub that will connect to the prime Service Provider's hub instead of directly to the Prescott and Eugene NOCs, the connection between hubs shall be a minimum of 10 Gbps.
- 3.6. A maximum of fifty (50) sites shall be connected to each hub.
- 3.7. Service Provider will explain in detail the virtual topology proposed.

Part 4 Connection Speeds

- 4.1. All connections will be sustained or committed information rate.
- 4.2. Burst bandwidth will not be used.
- 4.3. Connections shall be able to be transitioned between any of the connection speeds listed below.
- 4.4. Service Provider will provide pricing, on the financial response, for each of the following connection speeds. If a connection speed is not available, note this on the response.
 - A. 100 Mbps
 - B. 500 Mbps
 - C. 1 Gbps

Part 5 Service Level

- 5.1. GCS expects a "commercial class" of service as exemplified by reliability, redundancy, and quality of service.
- 5.2. Reliability
 - A. Service Provider should provide the mechanisms, both logical and physical, which are in place to provide the reliability of a point-to-point circuit over a private network (VPN).
 - B. Service Provider will provide the average latency and jitter (in milliseconds) on their network.
- 5.3. Redundancy

- A. Service Provider will provide in specific detail the mechanisms, both logical and physical, and topologies which are in place to provide redundant systems throughout the provider's network to ensure maximum uptime for GCS.
- B. Service Provider will provide the historical uptime percentage to the nearest thousandth of a percent (i.e. 99.999%) for their proposed service.

5.4. Quality of Service

- A. The Service Provider will provide in specific detail the mechanisms in place to provide Quality of Service (QOS) in their proposed service, including, but not limited to, packet prioritization, port prioritization, speed, levels of QOS provisioning, etc.
 - 1. Costs for QOS capabilities should be presented in the financial response as.

5.5. Disaster Recovery Dynamic Routing

- A. Service Provider shall describe the mechanisms in place, both logical and physical, to dynamically reroute GCS traffic through Service Provider's network in the event of loss of connectivity between hubs is lost.

Part 6 Traffic Reduction to the GCS Core Network

- 6.1. The service provide will provide a description of the traffic engineering mechanisms in place to reduce traffic to the GCS core network locations through Service Provider any-to-any connectivity features.

Part 7 Service Provider Network Management

- 7.1. The Service Provider shall provide a description of their ability to provide network management services including:
 - A. Provider Nodes
 - 1. The service provide will describe the monitoring and maintenance safeguards deployed by Service Provider to meet the operational performance of the proposed network.

Part 8 Scalability

- 8.1. Service Provider will describe in detail the mechanisms deployed to ensure scalability of their network for GCS.
- 8.2. Service Provider will describe the means by which GCS may increase connection speeds to selected sites, add additional levels of QOS for newly implemented services, implement IPv6 addressing, and/or other reasonable upgrades.

Part 9 Transition

- 9.1. Service Provider will describe the manner in which a seamless migration from the current network to Service Provider proposed solution would occur, including, but not limited to, technologies involved, phases of deployment, etc.

Part 10 Proof of Concept

10.1. Conditions

- A. GCS may require Service Provider to participate in a "Proof of Concept" (POC) under the following conditions:
 - 1. Must occur before substantial installation or construction activities;
 - 2. Must include the new Prescott and Eugene NOC circuits
 - 3. Must include two additional school sites.
- B. While it is unlikely GCS will move production traffic onto the POC network, GCS will likely place test equipment at these sites to generate traffic.

10.2. Results

- A. Results of the POC will:
 - 1. Allow the project to proceed; or
 - 2. Require additional testing; or
 - 3. Release Service Provider from further installation activity.

- B. In the event additional testing is required, or Service Provider is released from further installation activity, Service Provider will reimburse GCS for any payments made to Service Provider for service.

Part 11 OSI Layer 2

- 11.1. Service Provider will describe the proposed network architecture as it pertains to GCS, and whether it is a true Layer 2 offering.
- 11.2. Service Provider will describe in detail how the customer owned premise equipment will interface with Service Provider network including, but not limited to, edge router configuration, customer router default gateway assignment, physical interface, etc.

Part 12 Multiple Services Support

- 12.1. Service Provider will describe the technologies used to support multiple services over a single, converged network including, but not limited to, data, VoIP, streaming video, IP-based security cameras, etc.

Part 13 Security

- 13.1. Service Provider will describe any and all mechanisms in place to ensure the security of GCS data traffic on Service Provider's proposed network.

Part 14 Remote Access

- 14.1. Service Provider will describe the methods of secure remote access available to GCS as part of Service Provider's network.

Part 15 Service Locations

- 15.1. Service Provider will describe the build out schedule to complete the network by the date specified above.
- 15.2. Service Provider will describe how service will be provided in situations where Service Providers deems it impossible, too expensive, or impractical to deploy Service Provider's primary solution to certain sites. The response will also include the costs for this alternative service.

Part 16 Interior Delivery of Service

- 16.1. GCS requires that interior delivery of service to the Telecommunications Equipment Room at each site (TER) be included in installation costs.

Part 17 Other Available Services

- 17.1. The service provider should describe any additional services (with pricing) available as part of their offering, including, but not limited to:
 - A. VPN
 - B. Firewall
 - C. Network Management
 - D. QOS

Part 18 Service Level Agreement

- 18.1. GCS requires Service Provider's Service Level Agreement (SLA) to include credits to be offered to GCS in the event of extended outages due to events on Service Provider network.
- 18.2. GCS defines extended outages as anything beyond four (4) hours.
- 18.3. The credit should be commensurate with the duration of the outage.
- 18.4. Outages due to flood, fire, and natural disaster are not subject to these credits.

End of Section 07

SECTION 08 IMPLEMENTATION REQUIREMENTS

Part 1 General

- 1.1. This section addresses the requirements necessary to ensure the successful implementation of the network. Service Provider shall perform all work as required or necessary to comprehensively complete the installation of the new network system.

Part 2 Schedule

- 2.1. Service Provider shall provide an implementation plan for a July, 2015 completion.
- 2.2. Schedules must take into consideration exams, testing, holidays, etc.

Part 3 GCS Responsibilities

- 3.1. GCS assumes some support responsibilities in the implementation effort, including:
 - A. Providing Service Provider with access to GCS Technology Services staff to allow information gathering in preparation for the implementation.
 - B. Providing a GCS project manager as the main GCS contact for Service Provider team.

Part 4 Materials Management

- 4.1. Service Provider is responsible for delivering all equipment and materials to each GCS facility.
- 4.2. All shipments to and from a facility shall be made at Service Provider's expense.
- 4.3. Materials may be stored in the GCS facility in an area acceptable to both GCS and Service Provider at the sole risk and responsibility of Service Provider.
- 4.4. Supervision of packing, unpacking, and placement of equipment shall be furnished by Service Provider.
- 4.5. Service Provider will remove, on a daily basis, all empty cartons, crates, boxes, packing material, and debris from the GCS facility.
- 4.6. Service Provider shall not use GCS trash containers.
- 4.7. Service Provider shall keep all hallways and staff working areas clear so as not to interfere with GCS operations.

Part 5 Permits

- 5.1. Service Provider shall secure any and all permits and permissions as required by all incorporated municipalities in Guilford County, Guilford County, the State of North Carolina, and any applicable regulatory agency prior to beginning implementation.

Part 6 Project Team Resources

6.1. Project Manager

- A. Service Provider shall assign an experienced project manager who shall maintain a consistent presence on the project and have intimate knowledge about all project attributes.
- B. The project manager shall bear Service Provider's responsibility for directing all project efforts, including, but not limited to:
 1. Having full knowledge of the RFP, its requirements, and Service Provider's response;
 2. Overseeing completion of project milestones on or prior to targeted dates;
 3. Coordination of all logistical functions;
 4. Representing Service Provider at project meetings;
 5. Maintaining a current project schedule and presenting the updated schedule to the GCS project manager on a weekly basis;
 6. Active monitoring of project progress and management of Service Provider's project resources;
 7. Ensuring that all Service Provider personnel and subcontractors adhere to GCS' facility rules and procedures including safety rules, tobacco policies, proper attire and conduct, entry and exit to/from facilities, etc.
 8. Maintaining a direct line of communication with the GCS project manager including continuous updates on project progress;

9. Maintaining and facilitating communications within Service Provider's organization and all departments/groups involved in the implementation.
- C. The project manager shall schedule a project kick-off meeting no more than one (1) month after contract award.
- D. The project manager shall deliver the projected project implementation schedule to GCS at this meeting, and shall provide a written listing of Service Provider's lead technician(s) and any subcontractor technicians who will be performing project implementation.

6.2. Lead Technicians, Technicians, and Subcontractors

- A. Lead technicians, technicians, and subcontractors shall be responsible for the following:
 1. Being fully knowledgeable of the technical aspects of the RFP and its requirements;
 2. Adherence to all industry and manufacturer standards, specifications, and procedures;
 3. Adherence to all GCS facility rules and procedures;
 4. Maintaining an on-going awareness of project schedule milestones;
 5. Notifying Service Provider project manager and GCS project manager of any circumstances which may delay completion of project milestones, jeopardize the success of the implementation, or otherwise impact the project schedule.

Part 7 Implementation and Transition Plan

7.1. Service Provider's RFP response shall include a general project implementation plan identifying all milestone activities, estimated dates, assigned responsibilities, and shall identify critical path items.

7.2. Service Provider project manager shall provide a final, more detailed version of the project plan at the pre-installation meeting.

7.3. Service Provider shall propose a general plan based on:

- A. The project milestone dates listed in the Schedule of Events section;
- B. Service Provider's review of this RFP;
- C. Service Provider's on-site inspection of GCS facilities;
- D. Service Provider's current build-out capacities;
- E. Service Provider's "out-of-band" locations.

7.4. Revised Plan Submission

- A. Service Provider project manager shall submit a written and revised plan to the GCS project manager at the time of the pre-installation meeting.
- B. The plan shall clearly indicate the following:
 1. The specific sequence of events planned during implementation;
 2. Service Provider's proposed resources and their work schedule;
 3. A detailed activities list with the responsible part identified;
 4. The planned start and end time of each activity;
 5. A list of all involved resources including contact numbers;
 6. Any other information relevant to the project.
- C. The plan will be reviewed by GCS prior to each phase of activity or a specific facility implementation, and any modifications will be discussed with Service Provider project manager.
- D. The plan must be approved by GCS prior to the implementation.
- E. Once approved, the plan will not be changed unless a significant issue with the plan is identified.

7.5. Contingency Plan

- A. As part of the implementation plan, Service Provider shall develop a contingency plan that addresses emergency or critical situations that may place the success of the implementation in jeopardy.
- B. The plan shall identify the technical support escalation procedure.

1. This procedure shall identify each step and appropriate contact (including names, telephone numbers, cellular numbers, and other relevant information) to be utilized to address any situation where the lead technician requires immediate support to resolve a technical problem.
2. The procedure shall include all steps and contacts necessary to ensure access to support resources as each level on a 24 hour/day basis.

Part 8 Documentation

- 8.1. Upon completion of the project implementation, Service Provider shall provide detailed documentation of all systems implemented including, but not limited to:
 - A. Circuit or transport identification numbers by facility;
 - B. IP schemas utilized;
 - C. Access Lists configured;
 - D. Router/Switch IOS inventory;
 - E. Equipment logon account information;
 - F. Remote Access systems information;
 - G. Quality of Service levels mapped;
 - H. A comprehensive Visio diagram detailing the network connectivity;
 - I. Contact information for all Service Provider support/information contacts pertaining to the GCS network;
 - J. Service Level Agreement information.
- 8.2. Documentation shall be presented in neatly packaged format that shall include tabbed and indexed sections placed in a ring binder along with a CD-ROM containing an editable, digital copy.

Part 9 Technical Requirements

- 9.1. GCS requires Service Provider to assume full responsibility for providing a successful implementation and transition.
- 9.2. Service Provider will utilize procedures and standards identified within this RFP, and where procedures and standards are not specifically identified, Service Provider shall adhere to industry standards.
- 9.3. Service Provider must provide implementation services resulting in a complete and fully operational system and shall include, but not be limited to:
 - A. Physical installation of the provided system hardware and software including any cables, routers, ancillary equipment, etc.;
 - B. Configuration of all provided systems software at Service Provider nodes and GCS facilities;
 - C. Testing systems power and grounding to ensure industry compliance;
 - D. Full functional testing of the network circuits, transport, connectivity, etc. before final transition;
 - E. Providing on-site technical support as required.
- 9.4. Service Provider shall exercise caution at all times when in GCS facilities to ensure continuous and proper operation of all other GCS existing systems and equipment. There is to be no interruption to the facility's instructional or business activities.
- 9.5. Service Provider shall work closely with the GCS project manager to meet pre-designed or field implemented site installation requirements.
- 9.6. Service Provider shall utilize directives from the GCS project manager in regards to the following:
 - A. Final placement of Service Provider equipment;
 - B. Actual routing of cables;
 - C. Labeling.

Part 10 Network Transition Requirements

- 10.1. Any network transition is expected to take place between the hours of 4:00 pm to 7:00 am.
- 10.2. Full service shall be operational by 7:00 am the morning following the transition.
 - A. Connectivity to and from all other GCS network sites.

- B. Connectivity to the GCS NOC.
- C. Connectivity to the GCS Internet connection.

10.3. The following Service Provider personnel shall be present during the transition:

- A. Project Manager
- B. Lead Technician(s)
- C. Technicians as necessary to perform all work to ensure a successful cutover, including testing of all links.

10.4. Transition Preparation Activities

- A. Service Provider shall prepare all software, hardware, cabling, and documentation to facilitate an organized, well planned, minimally complex, and minimal risk transition.

10.5. Testing

- A. Service Provider shall perform pre-transition testing of all available connectivity links between GCS locations and Service Provider, including a demonstrative test of their redundancy/link failover capability.

10.6. Post Transition Service

- A. Service Affecting Incidents
 1. Service Provider shall provide GCS a toll free number to report any network problems from the time of the first transition of the first location through the completion of the final transition of the final location.
 2. Service Provider shall receive and log all calls, and take immediate action to correct the situation.
 3. Any help desk request outstanding after four (4) hours shall be identified to Service Provider's project manager for resolution and escalation.
 4. Service Provider shall staff the incident reporting location with adequate resources to meet the four (4) hour correction time.
- B. Service Provider Personnel and Schedule
 1. Service Provider shall provide adequate local personnel to support the transition and immediate post transition activities until which time it is determined the transition was successful and operationally sound.
- C. Non-Compliance Corrections
 1. Service Provider shall apply resources to correct system problems and non-compliant transition work until the system passes operationally functional criteria.

Part 11 System Acceptance

- 11.1. GCS will accept the transition of a particular GCS location when the location is able to successfully establish and maintain connectivity to the GCS NOC, and pass traffic between other GCS locations.
- 11.2. In the event a transition is deemed not acceptable, GCS will inform the Service Provider and expects the Service Provider to perform actions needed to bring transition to acceptance in the shortest time possible.

End of Section 08

SECTION 09 SUPPORT REQUIREMENTS

Part 1 General

- 1.1. This section of the RFP addresses the requirements for contract support services on GCS network and network components. GCS expects Service Provider's network solution to be all encompassing and that maintaining all equipment, lines, and components fall into Service Provider's inherent obligation and capabilities. GCS deems this inherent obligation to exist as a result of the contractual obligation to GCS to maintain the operational level of the network at the highest capacity in return for GCS' monetary investment.

Part 2 Systems Support Levels

- 2.1. Service Provider shall provide support services at levels identified below.

Part 3 Support Services Objectives

- 3.1. Service Provider shall provide hardware and software support services to reach the objective of 99.999% uptime for the GCS network.
- 3.2. Service Provider shall respond under this section as to the plans to accomplish this objective, and Service Provider's ability in the following areas:
 - A. Preventing downtime by proactively monitoring the systems for proper performance;
 - B. Minimizing the opportunities for faults by performing preventative maintenance, including hardware and software revision upgrades;
 - C. Providing immediate response to faults by use of a monitoring systems and technical resources;
 - D. Provisioning of all maintenance and repair service including parts, materials, labor, and transportation required.

Part 4 Service Trouble Call Process

4.1. Contact Process

- A. Service Provider shall identify the process for GCS personnel to initiate a service trouble call.
- B. This process shall include, at a minimum, a toll free number where a "live" Service Provider representative is available 24 hours per day, seven days per week.
- C. Additional methods, such as electronic mail and/or website, are also encouraged.
- D. GCS will identify the personnel authorized to initiate a service trouble call.

4.2. Escalation Process

- A. Service Provider shall identify the internal escalation process for support trouble calls and/or remotely monitored events that have been unresolved beyond the threshold of their response time definition (i.e. critical, urgent, and routine).
- B. This escalation process shall also identify contact points for GCS staff, and the time intervals Service Provider recommends for contact.

4.3. Remote System Monitoring

A. Service Provider Monitoring System

1. Service Provider shall state the remote monitoring capabilities and schedule provided for the network proposed.
2. Service Provider shall provide all equipment necessary, at Service Provider's expense, for monitoring.

B. Service Provider Monitoring Capabilities

1. Service Provider shall describe their monitoring capabilities including Service Provider Network Operations Center, trouble response process, monitoring personnel, etc.
2. This description shall make clear the capabilities of Service Provider to meet the expected level of operational performance as well as service response time objectives.

C. Service Provider Remote Support

1. Service Provider shall provide the necessary equipment for remotely supporting the network and network components both at GCS locations and local Service Provider nodes.
2. This equipment should facilitate Service Provider in remote diagnostics, configuration, loading software patches, etc.
3. Service Provider shall make every effort to ensure this access is secure from unauthorized users. Service Provider shall be liable for any and all costs associated with events and activities resulting from unauthorized use of this remote access.

4.4. Support Services Time Objectives

A. Critical Response Time

1. Service Provider shall provide a one (1) hour response time for service calls that GCS has classified as 'critical'.
2. This response time shall be clock time, not business hours, and shall be applicable on a 24 hour per day, 7 day per week, 365 day per year basis.
3. "Response" is defined as a qualified technician on site within the response time, if the trouble cannot be cleared via remote support.
4. Examples, but not all, of a "critical" event include:
 - a) Complete failure of the network;
 - b) Failure of the Prescott or Eugene NOCs.

B. Urgent Response Time

1. Service Provider shall provide a four (4) hour response time for service calls that GCS has classified as 'urgent'.
2. This response time shall be clock time, not business hours, and shall be applicable on a 24 hour per day, 7 day per week, 365 day per year basis.
3. "Response" is defined as a qualified technician on site within a four hour period, if the trouble cannot be cleared via remote support.
4. Examples, but not all, of a "urgent" event include:
 - a) Failure of any GCS site;

C. Routine Response Time

1. Service Provider shall provide a twenty-four (24) hour response time for service affecting calls that GCS has classified as 'routine'.
2. This response time shall be clock time, not business hours, and shall be applicable on a business hours basis.
3. "Response" is defined as a qualified technician on site within a twenty-four (24) hour period, if the trouble cannot be cleared via remote support.
4. Examples, but not all, of a "routine" event include:
 - a) Atypical slowdown in network speed.

4.5. Support Services Activity Log

- A. GCS requires Service Provider to provide and maintain a current site log that records all support service activities including responsible personnel, corrective actions, equipment replacement, and additional/added equipment.

End of Section 09

APPENDIX A Cover Page

Request for Proposal
High Bandwidth Network

Provider
Address
City, State Zip
Phone

Proposal Contact
Address
City, State Zip
Phone
Fax
Email

Base Price List base price for service (if applicable)

Base

Hub Price List price for Individual Hub connecting to Both Prescott and Eugene NOCs

Hub

Sites List price for each site and bandwidth option

Site Name	Type of Facility	Three Letter Admin Code	DPI Site Number Assigned	Current Provider	500 Mbps Pricing	1 Gbps Pricing	2 Gbps Pricing	5 Gbps Pricing	7 Gbps Pricing	10 Gbps Pricing	Street Address
Admin Sites:											
Technology Center	Admin	PRE	725	AT&T							425 Prescott St, Greensboro NC 27401
Technology Center -HS QOS Circuit	Admin	PRL	725	AT&T							425 Prescott St, Greensboro NC 27401
Technology Center - TWC Core Link	Admin	PRE	725	TWC							425 Prescott St, Greensboro NC 27401
Eugene	Admin	EUG	297	AT&T							712 N. Eugene St, Greensboro NC 27401
Eugene- HS QOS Circuit	Admin	EUG	297	AT&T							712 N. Eugene St, Greensboro NC 27401
Eugene -TWC Backup Link	Admin	EUG	297	TWC							712 N. Eugene St, Greensboro NC 27401
Franklin	Admin	FRA	298	AT&T							120 Franklin Blvd, Greensboro NC 27401
FRC/Facilities	Admin	FRC	926	AT&T							617 W Market St, Greensboro NC 27401

												NC 27410
Elementary Schools:												
Alamance	ES	ALM	304	AT&T								3600 Williams Dairy Road, Greensboro, NC 27406
Alderman	ES	ALD	307	AT&T								4211 Chateau Dr., Greensboro, NC 27407
Allen Jay	ES	AJE	310	Northstate								1311 E. Springfield Road, High Point, NC 27263
Archer	ES	ARC	322	AT&T								2610 Four Season Blvd., Greensboro, NC 27407
Bessemer	ES	BES	328	AT&T								918 Huffine Mill Road, Greensboro, NC 27405
Bluford	ES	BLU	331	AT&T								1901 Tuscaloosa St., Greensboro, NC 27401
Brightwood	ES	BRI	334	AT&T								2001 Brightwood School Road , Greensboro, NC 27405
Brooks	ES	BRK	337	AT&T								1215 Westover Terrace, Greensboro, NC 27408
Claxton	ES	CLX	343	AT&T								3720 Pinetop Road , Greensboro, NC 27410
Colfax	ES	COL	346	TWC								9112 W. Market St., Colfax, NC 27235
Cone	ES	CON	349	AT&T								2501 N. Church St., Greensboro, NC 27405
Erwin	ES	ERW	361	AT&T								3012 E. Bessemer Ave., Greensboro, NC 27405

BIDDER:

Fairview	ES	FRV	364	Northstate							608 Fairview St., High Point, NC 27260
Falkner	ES	FLK	366	AT&T							3931 Naco Road, Greensboro, NC 27401
Florence	ES	FLR	370	Northstate							7605 Florence School Road, High Point, NC 27265
Foust	ES	FST	373	AT&T							2610 Floyd St., Greensboro, NC 27406
Frazier	ES	FRZ	376	AT&T							4215 Galway Drive, Greensboro, NC 27406
Gateway	ES	GTW	379	AT&T							3205 E. Wendover Ave., Greensboro, NC 27405
General Greene	ES	GRN	388	AT&T							1501 Benjamin Parkway, Greensboro, NC 27408
Gibsonville	ES	GIB	382	TWC							401 E. Joyner St., Gibsonville, NC 27249
Gillespie	ES	GIL	385	AT&T							1900 Martin Luther King Blvd., Greensboro, NC 27406
Guilford Elem	ES	GLE	400	AT&T							920 Stage Coach Trail, Greensboro, NC 27410
Hampton	ES	HMP	403	AT&T							2301 Trade St., Greensboro, NC 27407
Hunter	ES	HTR	409	AT&T							Haynes Rd Jamestown, NC 27282
Irving Park	ES	IRV	412	AT&T							1305 Merritt Drive, Greensboro, NC 27407
Jamestown	ES	JME	418	Northstate							1310 Sunset Drive, Greensboro, NC 27408

Jefferson	ES	JEF	423	AT&T							108 Potter Drive, Jamestown, NC 27282
Jesse Wharton	ES	JSW	424	AT&T							1400 New Garden Road, Greensboro, NC 27410
Johnson Street	ES	JST	427	Northstate							5813 Lake Brandt Road, Greensboro, NC 27455
Jones	ES	JON	430	AT&T							1601 Johnson St., High Point, NC 27262
Joyner	ES	JOY	436	AT&T							502 South St., Greensboro, NC 27406
Kirkman Park	ES	KRK	439	Northstate							3300 Normandy Road, Greensboro, NC 27408
Laughlin	ES	LGH	445	AT&T							1101 N. Centennial St., High Point, NC 27262
Lindley	ES	LND	451	AT&T							7911 Summerfield Rd, Summerfield NC 27358
Madison	ES	MAD	454	AT&T							2700 Camden Road, Greensboro, NC 27403
McClensville	ES	MCL	461	AT&T							3600 Hines Chapel Road, McLeansville, NC 27301
Mclver	ES	MCI	457	AT&T							5315 Frieden Church Road, McLeansville, NC 27301
Millis Road	ES	MLS	466	Northstate							4310 Millis Road, Jamestown, NC 27282
Monticello - Brown Summit	ES	BRS	340	AT&T							5006 N.C. Highway 150 E., Brown Summit, NC 27214
Montlieu	ES	MNT	469	Northstate							1105 Montlieu Ave., High Point, NC

											27262
Morehead	ES	MOR	472	AT&T							4630 Tower Road, Greensboro, NC 27410
Murphey	ES	MUR	478	AT&T							2306 Ontario St., Greensboro, NC 27403
Nathaneal Greene	ES	NAT	481	AT&T							2717 N.C. Highway 62 E., Liberty, NC 27298
Newcomers/old Guilford Primary	ES	GLP	400	AT&T							411 Friendway Road, Greensboro, NC 27410
Northern	ES	NES	486	AT&T							3801 N.C. Highway 150 Greensboro, NC 27455
Northwood	ES	NWD	496	Northstate							818 W. Lexington Ave., High Point, NC 27262
Oak Hill	ES	OKH	499	Northstate							320 Wrightenberry St., High Point, NC 27260
Oak Ridge	ES	OKR	502	AT&T							2050 Oak Ridge Road, Oak Ridge, NC 27310
Oak View	ES	OKV	505	Northstate							614 Oakview Road, High Point, NC 27265
Parkview	ES	PRK	511	Northstate							325 Gordon St., High Point, NC 27261
Pearce	ES	PEA	491	AT&T							2006 Pleasant Ridge Road, Greensboro, NC 27410
Peck	ES	PCK	514	AT&T							1601 W. Florida St., Greensboro, NC 27403
Peeler	ES	PLR	517	AT&T							2200 Randall St., Greensboro, NC 27401
Pilot	ES	PLI	522	AT&T							4701 Chimney Springs Drive,

BIDDER:

											High Point, NC 27262
Union Hill	ES	UHL	580	Northstate							3523 Triangle Lake Road, High Point, NC 27260
Vandalia	ES	VAN	583	AT&T							407 E. Vandalia Road, Greensboro, NC 27406
Washington	ES	WSH	586	AT&T							1110 E. Washington St., Greensboro, NC 27401
Wiley	ES	WIL	598	AT&T							600 W. Terrell St., Greensboro, NC 27406
Middle Schools:											
Allen	MS	ALL	316	AT&T							1108 Glendale Drive, Greensboro, NC 27406
Allen Jay	MS	AJM	313	Northstate							1201 E Fairfield Rd, High Point NC 27263
Aycock	MS	AYM	325	AT&T							811 Cypress St., Greensboro, NC 27405
Brown Summit	MS	BSM	341	AT&T							4720 N.C. Highway 150 E., Brown Summit, NC 27214
Eastern	MS	EMS	460	TWC							435 Peeden Drive, Gibsonville, NC 27249
Ferndale	MS	FRM	367	Northstate							701 Ferndale Blvd., High Point, NC 27262
Griffin	MS	GRF	391	Northstate							825 E. Washington Drive, High Point, NC 27260
Guilford	MS	GLM	397	AT&T							401 College Road, Greensboro, NC 27410

BIDDER:

Hairston	MS	HST	402	AT&T							3911 Naco Road, Greensboro, NC 27401
Jackson	MS	JAC	415	AT&T							2200 Ontario St., Greensboro, NC 27403
Jamestown	MS	JMM	421	Northstate							4401 Vickrey Chapel Road, Jamestown, NC 27282
Kernodle	MS	KRN	437	AT&T							3600 Drawbridge Parkway, Greensboro, NC 27410
Kiser	MS	KSR	442	AT&T							716 Benjamin Parkway, Greensboro, NC 27408
Lincoln	MS	LNC	448	AT&T							1016 Lincoln St., Greensboro, NC 27401
Mendenhall	MS	MND	463	AT&T							205 Willoughby Blvd., Greensboro, NC 27408
Northeast	MS	NEM	487	AT&T							6720 McLeansville Road, McLeansville, NC 27301
Northern	MS	NMS	488	AT&T							616 Simpson-Calhoun Road, Greensboro, NC 27455
Northwest	MS	NWM	493	AT&T							5300 Northwest School Road, Greensboro, NC 27409
Southeast	MS	SEM	550	AT&T							4825 Woody Mill Road, Greensboro, NC 27406
Southern	MS	SMS	313	AT&T							5747 Drake Road, Greensboro, NC 27406
Southwest	MS	SWM	565	Northstate							4368 Barrow Road, High Point, NC 27265

Welborn	MS	WLM	592	Northstate							1710 McGuinn Drive, High Point, NC 27265
Sub-Total											
Sales Tax											
Other Charges (If Applicable-Explain)											
Total											

End of Appendix B

End of RFP

BID REVIEW AND AWARD:

Guilford County Schools reserves the right to reject any or all bids presented and to waive any informalities and irregularities. Award of this bid will be in whole. 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.

MAILING INSTRUCTIONS: Mail (4), (1)original and (3)copies of each proposal (i.e. 4 binders). 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.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
BID NO. <u>189-5731</u> Guilford County Schools Purchasing Dept. 501 W. Washington St. Greensboro NC 27401 ATTN: Velicia Moore	BID NO. <u>189-5731</u> Guilford County Schools Purchasing Dept. 501 W. Washington St. Greensboro NC 27401 ATTN: Velicia Moore

TABULATIONS: SEE PART 11 PROPOSAL EVALUATION

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 for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <<http://www.state.nc.us/pandc/>>.

TRANSPORTATION CHARGES: FOB TO DESIGNATED SITE IN GUILFORD COUNTY, NC, WITH ALL TRANSPORTATION CHARGES PREPAID AND INCLUDED IN THE BID PRICE.

DESCRIPTIVE LITERATURE: All proposals must be accompanied by complete, descriptive literature, specifications and other pertinent data necessary for their complete evaluation.

INFORMATION REQUIRED WITH BID: Indicate manufacturers' model numbers and prices of items offered in the spaces provided. Submit complete descriptive literature and specifications on all items offered. Bids which fail to comply may be subject to rejection

DELIVERY: Substantial completion date is N/A. Final Completion date is 6/30/15.

REFERENCES: The Guilford County Schools reserves the right to require upon its request a list of users of the exact model of equipment bid. The Guilford County Schools may contact these users to determine quality level of the offered equipment. Such information may be considered in the evaluation of the bid.

WARRANTY: The contractor warrants to the owner that all equipment furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date put in operation. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to the owner or his representative.

SCOPE: If specified, all items called for in the Invitation to Bids shall be furnished, delivered, off-loaded, completely installed and left ready for use. Any item not specifically requested, but necessary for a complete installation, shall be included. The successful bidder shall assume complete responsibility for the proper fitting of his equipment.

BRAND NAME: Unless otherwise indicated, manufacturer names and model numbers specified are used for purposes of identifying and establishing general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. The specifications following are the minimum acceptable by the Guilford County Schools. Any deviations from the specifications shall be so stated in writing in the bidder's response.

INSURANCE The following insurance requirements supersede the N C. General Contract Terms and Conditions (Item No. 18, Page 50 -Insurance) unless otherwise stated within the RFP. (SEE PAGE 12 OF RFP)

THE GUILFORD COUNTY SCHOOLS REQUIRE THE FOLLOWING INSURANCE COVERAGES:

a. Workmen's Compensation Insurance

The Contractor shall maintain during the life of his contract all such workmen's compensation insurance as is or may be required by the laws of North Carolina.

b. Public Liability Insurance

The Contractor shall 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 (CSL) 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.

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 workmen's compensation and public liability insurance are carried by the Contractor. The certificate of insurance should show that it is issued to or at the request of the Guilford County Board of Education, High Point, North Carolina. 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, High Point, North Carolina.

d. Right to Reject

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.

IMPORTANT NOTES:

Please be sure to describe your best warranty offering, any special training or special benefits at no charge that may be available, and any unique benefits you may offer. Award may be determined by best value analysis—not necessarily the lowest price received.

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.

Purchases made by Guilford County Schools are contingent upon available funding.

NCTC
Services
11/01/10

**NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)**

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Guilford County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Guilford County School District.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the District's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the District's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the District shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the District, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this agreement, and the Agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the District from such breach can be determined.

In case of default by the Contractor, the District may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The District reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the District.

In addition, in the event of default by the Contractor under this contract, the District may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the District has with the Contractor, and de-bar the Contractor from doing future business with the District.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the District may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the District, and de-bar the Contractor from doing future business

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The District may terminate this agreement at any time by **30 days'** notice in writing from the District to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the District, become its property. If the contract is terminated by the District as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this RFP. The using District is responsible for all payments to the contractor under the contract. Payment by some agencies may be made by procurement card and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, Mastercard, etc.) from other customers. If payment is made by procurement card, then payment may be processed immediately by the contractor.
9. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the District for the purpose set forth in this agreement.
10. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the District.

11. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the District.
12. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the District for loss of damage of such property.
13. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
15. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the District may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the District to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
16. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, district, and local agencies having jurisdiction and/or authority.
17. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
18. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

19. **ADVERTISING:** The offeror shall not use the award of a contract as part of any news release or commercial advertising.
20. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

21. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the District and the Contractor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.
22. **TAXES:** G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
23. **GENERAL INDEMNITY:** The contractor shall hold and save the District, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the contractor provided that the contractor is notified in writing within 30 days that the District has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the District's agents who are involved in the delivery or processing of contractor goods to the District. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
24. **OUTSOURCING:** Any vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies or districts shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the Guilford County Schools District.

Vendor must give notice to the Guilford County Schools of any relocation of the vendor, employees of the vendor, subcontractors of the vendor, or other persons performing services under a contract outside of the United States.

24. **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, a vendor shall obtain a complete North Carolina statewide criminal background investigation for all employees who will work on a site, covering a period for the last seven (7) years. In the event that the vendor 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 vendor.

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 or item of clothing 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. Guilford County Schools, may, at any time, request verification of criminal background investigation for any employee on school property.