Attachment H CONTRACT FOR HVAC Filter Replacement Services FOR GUILFORD COUNTY SCHOOLS

I his C	ontract is entered into by and between the Guilford County Schools (hereinafter				
"GCS") and (hereinafter "Contractor")					
	tively, the "Parties") this day of, <u>2017</u> .				
Replac unit ve	and the Contractor hereby Contract and agree that the Contractor will provide HVAC Filter ement Services on all air handling units (AHU), roof top units (RTU), fan coil units (FCU) and entilators (UV), including "BARD" units located on modular classrooms and other limited soms per bid submitted in response to Invitation for Bids (IFB) #				
1.	Terms of the Contract: The Contract shall be for the period beginning on or about, 2017, and continue through and including, 2018.				
<u>2.</u>	 Description of the Services: The Contractor will provide all HVAC Filters and complete HVAC filter replacement at a GCS sites following the Specifications and the requirements of this Contract. 				
	 Attachment (A) Identifies Schools/Administrative Sites, HVAC Filters by Size, Type and Quantities 				
	Attachment (B) Weekly HVAC Filter Change Report				
Attachment (C) Monthly HVAC Filter Invoice Record					
	Attachment (D) Bidder Qualification Form				
	Attachment (E) Gym/Auditorium Exceptions				
	Attachment (F) Filters by Size, Type and Quantities				
	Attachment (G) Addenda Receipt Conformation Form				
Access to accomplish HVAC Filter Replacement will be during normal school hou after school with the Principal/Designee or Administrative Site Manager's approve Contractor must coordinate with the Principals/Designees and Administrative Site					

HVAC Filters changed. If needed, on-site adjustments can be made to maximize the Contractor accessibility. Schedule adjustments to accommodate school activities are the sole responsibility of the Contractor.

Once scheduled, sites that are not completed within the scheduled calendar month, requires the Contractor to e-mail the GCS Program Manager a written explanation, within the first (5) business days of the upcoming month, as to why the site was not completed and when it will be re-scheduled for completion. Failure by the Contractor to re-schedule and complete HVAC filter change at a site within ten (10) business days will result in GCS

Managers for availability and access to site buildings. Contractor must provide calendar dates to the GCS Program Manager at least 30 days in advance of sites scheduled to have

Additionally, individual filters that are discovered not changed, missing or installed incorrectly, the Contractor will be notified in writing by the GCS Program Manager of condition and the condition must be corrected within 3 business days of notification.

having the HVAC filters changed. All costs associated with the HVAC filter change

completed by GCS will be back charged to the Contractor.

HVAC Filter Replacement procedures which are required by GCS Maintenance Department:

Initial:______ GCS Initial:_____ Contractor

- All HVAC Filters will be changed using products that meet or exceed ASHRAE standards.
- Washable HVAC filers located in various units, (window units) will be washed during scheduled filter change.
- Each HVAC Filter will be appropriately date stamped or tagged including date of HVAC filter change and inspection and Technician's initials.
- Excessive dust, dirt and debris must be removed from the unit regularly (every filter change).
- The unit must be inspected for abnormal noise and vibration, water or steam leaks, missing or broken drive belts and other problems such as frozen coils and reported to GCS Program Manager and GCS HVAC Foreman via text messaging or e-mail.
- AHU, RTU must have all filter spacers in place, all access doors closed and filter covers secured in place. FCU and UV must have front and return air grills secured in place.
- Equipment must be turned "off" to perform filter replacement. It is the Contractor's responsibility to turn the equipment "on" upon completion of filter replacement.
- The Weekly HVAC Filter Change Report (Attachment B) must be completed by the Technician and signed and dated by a School/Site Representative. A copy of the form will be left at the school/site and the original signed and dated form must be submitted weekly by the Contractor to the GCS Program Manager.
- HVAC Filters (used or unused) must not be stored in Mechanical Rooms or Storage Closets at a site.
- All used HVAC filters must be bagged in plastic trash bags or returned to cardboard boxes, provided by the contractor, while being transported throughout the site and at all times remain in the possession on the contractor. All used HVAC Filters will be removed from the site daily for disposal by the Contractor. Disposal of used HVAC filters or boxes are is not allowed into the GCS School or Administrative Site dumpsters and is the responsibility of the Contractor to dispose of these items in a non-GCS dumpster.

GCS Maintenance Department reserves the right to add additional HVAC equipment to the contract as such systems may be installed in existing locations throughout the District, and/or to delete HVAC equipment in the event it is no longer in use or removed. This includes additional facilities, which may be opened or closed during the term of this contract. Once filter sizes, type of filters, quantities of filters and location of equipment is determined, the contract prices will be adjusted based on the stated per filter cost by size, type, quantity and the stated per filter replacement cost.

Filter sizes, types and quantities used in GCS Schools and Administrative Sites are shown on Attachment (F)

All work performed by the Contractor will be subject to evaluation and review by the Guilford County Maintenance Department Program Manager, HVAC Foreman/Technicians and School/Site staff. Unsatisfactory service by the Contractor will be considered grounds for immediate cancellation of the contract. GCS reserves the right to determine whether services are satisfactory or unsatisfactory.

a. CHECK IN CHECK OUT PROCEDURE

The Contractor's Technician(s) must check in and out at the main office of the school or site and obtain a visitors label. Upon completion of work, the Weekly HVAC Filter Change Report (Attachment B) must be completed by the Technician(s), signed and dated by a School/Site Representative and one copy of the form must be left at the school/site and the original signed and dated form must be submitted weekly by the Contractor to the GCS Program Manager.

b. SITE ACCESS

The Contractor will make every effort to complete its assigned tasks without disruption to students and staff members or school and department operations. The Contractor will have access to sites Monday through Friday beginning at 7:30 a.m. until 6:00 p.m. at Elementary schools and until 10:00 p.m. at Middle and High schools.

The Contractor will be required to be familiar with and to follow the school calendars available online at: http://www.gcsnc.com/pages/gcsnc/Schools/School_Calendars.

The Contractor will be required to suspend HVAC filter changes during mid-year and endof-year testing and exams. The Contractor will adjust work hours and schedules to comply with the testing and exam schedules. Testing schedules should be available online at www.gcsnc.com or from Principal/Designee.

Guilford County Board of Education determines each year whether to implement a Summer Energy Conservation Program. If this program is implemented, Summer Hours for GCS sites will be 7:00 a.m. until 6:00 p.m. Monday thru Thursday from mid-June to mid-August. The week in which the July 4th holiday is observed the District may opt to return to a normal 8 hour operation for that week. The Contractor will adjust work hours and schedules to comply with the Energy Conservation Program.

The Contractor will be responsible for requesting permission and coordinating access to enter GCS Schools and Administrative Sites on days that schools are not in session and offices are closed. Access to GCS Schools and Administrative Sites are not guaranteed on mandated vacation days, holidays and/or inclement weather days; but, may be arranged under special circumstances. This access will be at the discretion of the Principal/Designee or Administrative Site Managers. GCS Program Manager will be informed by the Contractor of such arrangements.

Contractor can access a list of Schools and Administrative Sites addresses and telephone numbers at:

http://www.gcsnc.com/files/_XQDcB_/4dee81054a0e399c3745a49013852ec4/Directory_of__Administrative_Offices_and_Schools.pdf

The Contractor will make prior contact with the Principal/Designee or Administrative Site Manager to schedule the HVAC Filter Replacement.

Emergency Service Requests may be needed periodically. The Contractor must within four (4) four hours' notice, meet the GCS Program Manager and/or the HVAC Foreman at the job sites to review the scope of work, provide an estimate based on the contracted per filter unit price and contracted labor for replacement, proceed with work without delay and in general be responsive to the emergency request. No additional charges will be allowed for time to prepare estimates.

Prior to the contract starting date, the Contractor must submit in writing to the GCS Program Manager the names and telephone/cell numbers of the Contractor Supervisor/s, who will be authorized to act for the Contractor in every detail. This Supervisor must be available to meet with GCS Program Manager during the Districts work hours as necessary and be available by cellular phone service. Contractor will be required to attend a quarterly meeting at the GCS Maintenance Department with the GCS Program Manager to discuss any concerns regarding this program.

GCS reserves the right to change filters if deemed necessary before Contractor's scheduled change or if Contractor fails to change filters in a timely manner.

In order to account for all of its services, the Contractor must submit weekly activity reports Attachment (B) to the GCS Program Manager.

c. <u>SPECIAL REQUIREMENTS</u>

While on GCS property, the Contractor and all technicians' performing work for the Contractor will be required to wear neat, clean uniforms/shirts and hats bearing the company name and/or logo. All technicians' individual names will be imprinted on

Initial:_____GCS Initial:_____Contractor uniforms/shirts. In lieu of imprinted name, the Contractor will provide and enforce that all technicians wear name badges.

Service Vehicles must be marked with company name and logo. The Contractor must provide sufficient Service Vehicles and technicians to be available to perform work at the Sites and Administrative Buildings. Service vehicles must be parked in authorized parking spaces at all GCS sites.

The Contractor must provide the District ten (10) days prior to the start of the contract, a list of all Contractor Supervisors and Employees assigned to work on the school system premises in addition to a (7) seven year criminal background check. The Contractor must update changes in employee status (terminations, reassignments or new hires) and provided it to the GCS Program Manager immediately upon their effective date.

d. WORKSITE CONDUCT

The Contractor must at all times obey the rules and restrictions of the Guilford County Board of Education pertaining to conduct while on school property. This includes **NO TOBACCO PRODUCTS**, **ALCOHOLIC BEVERAGES**, **ILLEGAL DRUGS**, **OR WEAPONS ON GCS PROPERTY**.

e. SAFETY/SECURITY PRECAUTIONS

All operation and maintenance services must be performed with emphasis on safe procedures and with due regard to safety, comfort, and convenience. It is the responsibility of the Contractor to insure that employees read the safety literature supplied to them by the employer. These requirements must be adhered to at all times.

Safety Codes: Contractor must ensure that all of its personnel, equipment and materials are in conformance with OSHA and all other applicable state, local and Federal codes.

Confined Spaces and Lock Out/ Tag Out OSHA Regulations. The Contractor must adhere to all established guidelines of OSHA or any other federal, state, or local agency in regards to accessing Confined Spaces and use of Lock out/Tag out Devices.

The Contractor will cooperate with the GCS in complying with any OSHA and local fire ordinances and regulations concerning the replacement of filters and preventative maintenance services.

The Contractor will take all necessary precautions to protect the GCS' property from damage, injury or loss arising in connection with the performance of this work. All necessary safety precautions will be taken by the Contractor during operations on school property to prevent bodily injury or property damage. Barricades will be provided by the Contractor at Contractor's expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the GCS Program Manager. In the event of an accident (injury to GCS student or staff member, etc.) or property damage (broken computer, etc.) sustained during the performance of this Contract, the Contractor will report the incident to the Principal of the school, and to the GCS Program Administrator immediately. The Contractor will be responsible for repairing all damages his organization causes to any school property during the performance of the HVAC filter replacement. If keys are temporarily provided to gain access to roof hatches, mechanical rooms or classrooms and they misplaced or lost, the Contractor will be responsible for the cost of replacement keys any cost deemed necessary by GCS to re-key the site upon each occurrence

The Contractor must conform to all applicable Federal, State and County regulations during the performance of the contract. Any fines levied due to inadequacies or failure to comply with any and all requirements will be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by the Contractor will constitute cause for immediate termination of the contract.

The Contractor's Supervisor must be available to the Guilford County Schools Representative during designated working hours and available through a cellular phone during non-working hours to ensure problems, working conditions, complaints, coordination,

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Initial: _____ Contractor

and any other necessary matters in connection with the work are satisfactorily attended to. The Supervisor must have the ability and authority to act for the Contractor in all matters relating to this contract.

Hazardous Materials: Contractor is not to disturb any equipment or building materials other than necessary to change filters.

The Contractor must prohibit his employees from disturbing paper on desks, opening desk drawers or cabinets, or using GCS telephones, computers and office equipment.

The Contractor must strictly prohibit interaction between their employees and the student and staff member population.

The Contractor must adhere to security standards as established by the Guilford County Schools.

NOTE: PROPER BEHAVIOR AND LANGUAGE BY ALL EMPLOYEES OF THE CONTRACTOR ON SCHOOL PROPERTY IS STRICTLY REQUIRED. GUILFORD COUNTY SCHOOLS WILL NOT TOLERATE BEHAVIOR NOT CONDUCIVE TO AN EDUCATIONAL FACILITY. GUILFORD COUNTY SCHOOLS RESERVES THE RIGHT TO REMOVE ANY EMPLOYEE PERMANENTLY WITH OR WITHOUT CAUSE.

3. <u>Description of the Materials:</u>

All HVAC filters must have a Minimum Efficiency Reporting Value (MERV) of 8 when evaluated under the guidelines of ASHRAE Standard 52.2-2007. It must have an average dust spot efficiency of 30% and an average arrestance of 95% when evaluated under ASHRAE Standard 52.1-2007. Media must be classified UL-900 Class II.

The HVAC panel filters utilized for this Contract must be manufactured with pleated synthetic media mounted in a rigid craft-board frame, constructed in such a manner as to prevent raking during the intended use. The filter media must be bonded to an expanded metal support grid for rigidity. The media must be bonded to the perimeter of the frame with a moisture-resistant adhesive in such a manner as to provide a continuous seal against filter bypass. The media must withstand a temperature of 400 degrees F without smoking or burning. It must have a minimum efficiency of MERV 8 with an Initial Resistance (in. WG) of .153 inches when tested at 295 FPM, minimum 12 pleats per lineal foot (1" filters); minimum 10 pleats per lineal foot (2" filters); and minimum 9 pleats per lineal foot (4" filters). The Dust Holding Capacity for a 24" X 24" filter must hold a minimum of 195.6 grams when tested to a final resistance of 1".

The roll filter media utilized for this Contract must be constructed of multi-denier 100% polyester fibers treated with flame retardant, moisture proof chemical bonding agents having a minimum loft of 7/8". The media must utilize a semi-cured non-migrating, permanently tacky, non-viscous polyvinyl bonding agent on the "air leaving" side locking in smaller dirt particles. The media must withstand a temperature of 400 degrees F without smoking or burning. It must have a minimum efficiency of MERV 8 with an Initial Resistance (in. WG) of .153 inches when tested at 295 FPM. The minimum Dust Holding Capacity for a 24" X 24" filter section be 195.6 grams when tested to a final resistance of 1".

The HVAC panel filters must be imprinted with size, length, width, thickness. Each filter will be date stamped or tagged including date of HVAC filter change and inspection and Technicians initials.

HVAC filter samples must be submitted at time of bid. A 24" x 24" x 2" pleated panel filter and a 24" x 24" section of the roll filter media that will be utilized for the Contract for engineering evaluation and approval. Include independent laboratory ASHRAE Standard 52.2-2007 test reports for a typical panel filter and for the roll filter media to be used for this Contract. The test reports submitted must match the sample filter types submitted. Pleated

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panel filter and roll filter media samples must be resubmitted for engineering evaluation and approval along with independent laboratory ASHRAE Standard 52.2-2007 test reports if Contractor opts to change HVAC filter manufacturer and/or supplier during the Contract period.

GCS reserves the right to change HVAC filter manufacturer and/or supplier upon request. GCS reserves the right to observe HVAC filter inventory and tour warehouse upon request.

4. <u>Independent Contractor</u>

At all times during the life of this Contract, the Contractor shall be and act as an independent contractor; and, its officers, employees and agents shall not be considered officers, employees or agents of the GCS. As such, the Contractor agrees to provide all manpower necessary to fully perform all aspects of the HVAC Filter Replacement Services. No subcontracting of the work will be permitted without prior notification to and permission from GCS.

5. <u>Insurance:</u>

Worker's Compensation - the contractor shall provide and maintain Worker's Compensation Insurance at statutory limits, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00 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. GCS requires all contractors, regardless of the number of employees, to carry Worker's Compensation Insurance.

Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

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 \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/ under insured motorist, and \$5,000.00 medical payment.

Each Contractor will furnish the owner a certificate of insurance showing that the required workers compensation, automobile and public liability insurance are carried by the contractor. The certificate of insurance will show it is issued to or at the request of GCS, Greensboro, North Carolina. All insurance carriers will be licensed to do business in North Carolina or approved to issue insurance coverage by the Commissioner of Insurance of North Carolina.

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

GCS 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.

6. Hours of Work:

The Contractor will make every effort to complete its assigned tasks without disruption to students and staff members or school and department operations. The Contractor will have access to sites Monday through Friday beginning at 7:30 a.m. until 6:00 p.m. at Elementary schools and until 10:00 p.m. at Middle and High schools.

The Contractor will be required to be familiar with and to follow the school calendars available

Initial:_____GCS
Initial:_____Contractor

online at: http://www.gcsnc.com/pages/gcsnc/Schools/School Calendars.

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Contractor can access a list of Schools and Administrative Sites addresses and telephone numbers

http://www.gcsnc.com/files/ XQDcB_/4dee81054a0e399c3745a49013852ec4/Directory of Administrative Offices and Schools.pdf. The Contractor will make prior contact with the Principal/Designee or Administrative Site Manager to schedule the HVAC Filter Replacement.

Emergency Service Requests may be needed from time to time. The Contractor must within four (4) four hours' notice, meet the GCS Program Manager and/or the HVAC Foreman at the job sites to review the scope of work, provide an estimate based on the contracted per filter unit price and contracted labor for replacement, proceed with work without delay and in general be responsive to the emergency request. No additional charges will be allowed for time to prepare estimates.

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Guilford County Schools reserves the right to change filters if deemed necessary before Contractor's scheduled change.

In order to account for all of its services, the Contractor must submit weekly activity reports Attachment (B) to the GCS Program Manager.

7. Payment:

The Contractor will submit a monthly statement/invoice to the GCS Program Manager by US Mail to the Guilford County Schools Maintenance Department at 3920 Naco Rd., Greensboro NC 27401 for review, approval and processing. The statement/invoice will itemize the site locations, numbers of filters changed and the date changed using the Monthly HVAC Filter Invoice Record.

Terms of payment are Net, 30 days.

8. Availability of Funding:

Any and all payments to the contractor are dependent upon and subject to the availability of funds to GCS for the purpose set forth in this Contract.

9. Escalation Clause:

Any annual pricing increases will be calculated using the Consumer Price Index as published by the US Department of Labor – Bureau of Labor Statistics schedule of the South Urban Region. Any resulting increase/decrease will be effective on July 1 each year of the Contract based on the previous December annual percentage. No annual adjustment shall exceed five percent (5%).

10. <u>Termination for Cause:</u>

If at any time GCS determines the services the Contractor provides do not comply with the specification requirements, the Contractor will be required to furnish immediately, at its own expense, services to correct and satisfy the deficiency. If this Contractor fails to cure the deficiencies, GCS may, among other remedies, terminate the Contract upon fifteen (15) days' written notice.

If GCS finds it necessary to terminate the Contract and procure the same services from other bidders for this Contract in order to complete the work, the Contractor will be liable to GCS for any additional costs incurred by reason of termination. GCS is entitled to select the replacement Contractor which selection shall not be based solely upon the basis of the fee proposed or total cost, but shall also consider the replacement Contractor's ability to perform the work in a quality and timely manner.

Notwithstanding the foregoing, GCS may terminate the Contractor immediately and without further notice or opportunity to cure should Contractor be guilty of Contract misconduct.

In the event that GCS purports to terminate this Contract for cause or misconduct and it is subsequently determined that no grounds for termination for cause or misconduct exist, such termination shall be deemed a termination by GCS for convenience, and the provisions of Section 14 below shall apply,

11. Termination for Convenience:

GCS may, at any time, terminate the Contract for the GCS' convenience and without cause.

In case of such termination for GCS' convenience, the Contractor shall recover, as its sole remedy, payment for Services properly performed and Materials provided prior to the effective date of termination, and for reasonable and actual cost of early demobilization. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits and lost overhead.

12. <u>Indemnification:</u>

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the GCS and its agents, consultants and employees of, from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance or failure of performance of the Contractor, provided that any such claim, damages, loss or expenses: (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) are caused in whole or in part by any negligent act or omission of the Contractor, its agents or employees. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this item.

16. Miscellaneous:

- a. This Contract shall be construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding any conflicts of law principles to the contrary that would suggest or require the law of any other jurisdiction apply.
- b. No action or failure to act by GCS or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- c. The invalidity of any part or provision of the Contract shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract.
- d. Written notice shall be deemed to have been duly served i) if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; ii) if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice; or iii) if delivered via facsimile or electronic mail to the recipient's usual facsimile number or e-mail address.
- e. All litigation pertaining to or arising from or relating to this Contract or the Services described herein shall be conducted in the General Court of Justice, Superior Court Division for Guilford County (Greensboro) or in the federal court residing in that District, which courts shall be the exclusive forums for any such litigation.
- f. This Contract contains the entire agreement between the Parties with regard to the matters set forth in it. No modification of this Contract shall be binding unless signed by all parties to this Agreement.

Estimated annual value of this Contract:			
GUILFORD COUNTY SCHOOLS			
By:			
Signature			
Title:			
Date:		_	
CONTRACTOR			
Company Name			
Signature and (printed name)			
Title:			
Date: This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act		_	
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Signature of Finance Officer	Page 0 of 0		