

	<p align="center">GUILFORD COUNTY SCHOOLS</p> <p align="center">Request for Proposals</p> <p align="center">Purchasing Department 501 W. Washington Street Greensboro, NC 27401</p>
<p>Direct all inquiries to:</p>	<p>Request for Proposals: 6638</p>
<p>Velicia Moore</p>	<p>Bid due date: April 9, 2024, by 1:00 PM</p>
<p>gaddyv@gcsnc.com</p>	<p>Commodity: Athletic training services for high school interscholastic athletic programs.</p>

NOTICE TO BIDDERS

Proposals, subject to the conditions made a part hereof, will be received at this office 501 W. Washington St., Greensboro NC 27401, until **1:00 PM EDT** on the day of opening for furnishing and delivering the commodity as described herein. Proposals submitted via facsimile (FAX) machine in response to this Request for Proposals **will not** be accepted.

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals will not be accepted.

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

Offer valid for 120 days from date of bid opening, unless otherwise stated. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

1.0 PURPOSE AND BACKGROUND

Guilford County Schools (GCS) operates a comprehensive interscholastic athletics program at our traditional middle and high schools. These programs operate in accordance with rules and policies established by the local board of education, the NC High School Athletic Association (NCHSAA), the NC Department of Public Instruction (NCDPI) and the NC State Board of Education (SBE). Proposals are being requested using competitive solicitations for the provision of **athletic training services at all fifteen of the traditional high schools that are part of GCS.**

2.0 GENERAL INFORMATION

This RFP is comprised of the base bid document, any attachments, and any addenda released before the contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

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.

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

The Board of Education awards public contracts without regard to race, religion, color, creed, national origin, sex, age or handicapped condition as defined by North Carolina General Statutes, 168A-3. GCS Board of Education promotes full and equal access to business opportunities with Guilford County Schools. Minority businesses are encouraged to submit bids for this project. All vendors shall have a fair and reasonable opportunity to participate in GCS business opportunities.

INSURANCE

Certificate of Insurance

Each vendor shall furnish GCS 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, Greensboro, 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, Greensboro, North Carolina.

Public Liability Insurance

The vendor 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.

Worker's Compensation Insurance

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

Terms and Conditions

It shall be the vendor's responsibility to read the instructions, terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued relating to this RFP.

All bidders are hereby notified that they must have the proper license as required under North Carolina laws. The award of a contract under this solicitation may be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

3.0 SPECIFIC INFORMATION

BID QUESTIONS

Upon review of the RFP documents, vendors may have questions to clarify or interpret the RFP to submit the best proposal possible. To accommodate the proposal questions process, vendors shall submit any such questions by March 22, 2024, by 12:00 pm.

Instructions:

Written questions shall be emailed to gaddyv@gcsnc.com by the date and time specified above. Vendors will enter “**RFP #6638 – Questions**” as the subject for the email. Question submittals will include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question...?

Questions received before the submission deadline date, GCS’s response, and any additional terms deemed necessary by GCS will be posted as an addendum. No information, instruction or advice provided orally or informally by any GCS personnel, whether made in response to a question or otherwise regarding this RFP, shall be considered authoritative or binding. Vendors shall be entitled to rely **only** on written material contained in an addendum to this RFP.

BID SUBMITTAL

One (1) Original, hard copy & and an email (digital copy) to gaddyv@gcsnc.com of the proposal response to be labeled ‘RFP 6638 Response’ as the subject of the email, shall be received in the GCS Purchasing Department but the close date and time. The original hard copy should be addressed in an envelope with the RFP number as shown below in the mailing instructions. The bidder is responsible for having the proposal in the Guilford County Schools Purchasing office by the specified time and date of opening.

Proposals shall be marked on the outside of the sealed envelope with the Vendor’s name, proposal number and date and time of opening. If Vendor is submitting more than one proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed proposals from a single Vendor may be included in the same outer package.

MAILING INSTRUCTIONS

DELIVERED BY US POSTAL SERVICE OR ANY OTHER MEANS:

RFP No. 6638
Velicia Moore, CLGPO
Director of Purchasing
Guilford County Schools
Purchasing Department
501 W. Washington Street
Greensboro, NC 27401

4.0 AWARD AND BID EVALUATION

REVIEW AND AWARD

Guilford County Schools (GCS) intends to award this RFP to the responsible bidder(s) who best matches the needs of Guilford County Schools Department of Athletics. Guilford County Schools reserves the right to reject any proposals presented and to waive any informalities and irregularities. Award of this proposal may be in whole or in part based on what is deemed to be in the best interest of GCS. All projects are awarded contingent upon funding. No proposal may be withdrawn after the scheduled closing time for the receipt of bids for 120 days.

EVALUATION CRITERIA

Proposals shall include, but are not limited to, all performance requirements/specifications listed below. Any proposed services (which are over and above standards for professional practice and/or the requirements/specifications) listed below shall also be noted. All financial considerations shall be noted. A listing of recent similar work in school districts, including the Guilford County Schools, shall be provided. Evaluation shall be based on an assessment of submitted proposals and shall include consideration of the performance requirements/specifications, financial considerations, qualifications, and prior experiences. A follow-up discussion with the service provider best suited to complete the work may be requested.

5.0 Request for Proposal Document

Guilford County Schools (GCS) offers a comprehensive interscholastic athletics program at all fifteen (15) of its traditional high schools. Proposals are being requested to provide certified and licensed athletic trainers to provide services for athletic practices and contests at all fifteen high schools throughout the year, including the summer.

5.1 INTENT

Guilford County Schools (GCS) is soliciting a Request for Proposal (RFP) from qualified contractors for a Certified Athletic Trainer (ATC) Program. Contracts shall be awarded and performed in accordance with the attached specifications, terms, and general conditions. The intent is to have a separate ATC at each of the 15 GCS high schools with interscholastic sports programs.

GCS High Schools with Interscholastic Sports Programs

Andrews, TW.....	High Point	Page, Walter Hines.....	Greensboro
Dudley, James B.....	Greensboro	Ragsdale, Lucy.....	Jamestown
Eastern Guilford.....	Gibsonville	Smith, Ben L.....	Greensboro
Grimsley.....	Greensboro	Southeast Guilford.....	Greensboro
High Point Central.....	High Point	Southern Guilford.....	Greensboro
Northeast Guilford.....	McLeansville	Southwest Guilford.....	High Point
Northern Guilford.....	Greensboro	Western Guilford.....	Greensboro
Northwest Guilford.....	Greensboro		

5.2 BACKGROUND

The GCS system is the third largest school system in North Carolina. GCS serves more than 22,000 high school students and has approximately 10,000 active employees.

The GCS high school interscholastic athletics program consists of 16 sports, with about 25 varsity-level teams and about 12 junior varsity-level teams available at each high school. The number of sports and teams may vary by school depending on student interest and participation. This solicitation is to provide separate athletic trainers at each of the fifteen (15) GCS high schools, as outlined in Section 5, *Scope of Services*.

High School Sports by Season

FALL (Aug. – Nov.)	WINTER (Nov. – March)	SPRING (Feb. – May)
Cheerleading	Basketball	Baseball
Cross Country	Cheerleading	Golf (men)
Football*	Indoor Track	Lacrosse
Golf (women)	Swimming & Diving	Soccer (women)
Soccer (men)	Wrestling**	Softball
Tennis (women)		Tennis (men)
Volleyball (women)		Track & Field
Field Hockey		

*Coverage required by North Carolina state statute.

** Coverage required by NC High School Athletic Association

5.3 SCOPE OF SERVICES

5.3.1 General

Contractor shall provide a separate athletic trainer for each awarded school to help assure the welfare, safety, and health of student-athletes. The ATCs must be certified by the National Athletic Trainers Association (NATA) and licensed to practice in the State of North Carolina. There are fifteen (15) high schools with sports programs in GCS. ATCs will work under the immediate supervision of the school athletics director (AD). ATCs shall provide supervision in the athletic training room and assist in monitoring the health and safety of student-athletes at practices and contests. The athletic trainer shall perform varied duties involving injury prevention, acute and chronic injury care, and rehabilitation of injuries associated with participation in interscholastic athletics. The contract services shall be performed in accordance with the terms, specifications and conditions contained herein.

ATCs shall provide coverage for practices, conditioning sessions, and home regular season and playoff contests for their designated GCS high school according to the school's athletic schedule, which is published prior to the start of the season. As required by law, the trainer will provide coverage for all football practices and contests, both home and away, as well as any other activities as required by law or rule of the governing bodies. ATCs will also provide coverage for summer conditioning and school-sponsored skill development activities. When the regularly assigned athletic trainer is unable to attend practices and/or contests, the contractor will provide a replacement to cover all the athletic trainers' responsibilities.

5.3.2 Hours / Time Span

ATC services shall be for an average of 30-35 hours per week during the three sports seasons, approximately 42 weeks during the school year, beginning in early August and ending approximately June 1st of the subsequent year. Also, during the summer months (approximately June 1st through early August), services shall average 15-20 hours per week. Specific times may vary by school, school

holidays, and season. Most of the work will be on weekday afternoons and evenings, including some Saturdays. Morning hours may be required on weekdays during the summer. The schedule will be developed with the school's athletic director.

5.3.3 Number of Schools

It is preferred that contractors have demonstrated the capacity to provide specified services to multiple schools, covering a minimum of one-third (about five) of the 15 GCS high schools. Vendors who can service fewer than five schools will also be considered. Contractors will indicate their preference on the Proposal Form whether they prefer to bid on a specific set of schools or all fifteen GCS high schools. Awards may be given in whole or in part to one or multiple vendors.

5.3.4 Responsibilities

Contractor shall provide NC licensed (LAT) and NATA certified athletic trainers (ATCs) who shall perform functions within their professional scope of practice, as established by the National Athletic Trainers Association (NATA) under the six domains of athletic training (items A – F below). Also, trainers shall be responsible for helping to implement school level or GCS systemwide programs related to the health and safety of student-athletes (item G below).

A. Prevention

- Attendance at home athletic contests and practices
- Attendance at away contests as required by law or governing body policies.
- Education of coaches and student-athletes in health, nutrition, and safety related matters
- Assistance in developing team conditioning programs.
- Assistance in screening student-athletes for participation, including collection and review of physical evaluations.
- Assistance in safety inspection of facilities
- Assistance in developing emergency action plans.
- Assistance in implementing system-wide concussion and heat acclimatization plans.
- During designated periods, will measure and record the Wet Bulb Globe Temperature before and during team activities.
- Assistance in implementing baseline concussion testing.

B. Clinical Evaluation and Diagnosis

- Assessment of emergency conditions or situations
- Evaluation of acute and chronic athletic injuries or conditions
- Recognition of general medical conditions.

C. Immediate Care

- Implementation of standard emergency first aid procedures
- Recommendations for follow-up treatment
- Coordination/Activation of emergency medical care.

D. Treatment, Rehabilitation, and Reconditioning

- Application of appropriate interventions regarding athletic injuries
- Recommendations and monitoring of rehabilitation exercises for athletic injuries

- Instruction on methods for maintaining overall body conditioning while injured.
- Education of the injury and direction of care
- Supervision of student-athletes' return to activity and return to play protocol as required by the Gfeller-Waller Concussion Awareness Act.
- Referral of student-athletes to more specialized care for injury management
- Coordinate outside care and treatments.

E. Organization and Administration

- General maintenance and care of the athletic training room.
- Inventory of all athletic training room supplies and resources.
- Maintain accurate records of all daily treatments, injuries, and referrals.
- Assist in completing Injury Reports/Emergency Medical Reports.
- Prepare end-of-season injury summaries for each sport and season.
- Assist in completing claim forms as required by GCS' insurance provider,
- Routine communication between parent or guardian, coach, and therapist or physician.

F. Professional Responsibilities

- Always maintain a high level of professionalism
- Comply with all local, state, and federal rules, requirements, regulations, and laws related to athletic training.
- Report any suspected or known violation of a rule, requirement, or law to proper authorities.
- Be familiar with the rules of the NC High School Athletic Association and GCS Board Policy.

G. Additional Responsibilities

- Conducting CPR/AED certification training for coaches and athletic department personnel
- Assist in implementing school system health and safety guidelines and procedures.
- Attend countywide ATC or other athletic meetings as deemed appropriate by the GCS Director of Athletics
- Assistance in the NCHSAA required hydration testing for wrestlers and football players participating under the eight-quarter rule.
- Assistance at countywide, GCS, and regional championship contests and competitions.

5.4 Supplemental / Follow-Up Services

- For each assigned school, the contractor will provide a physician or physician's assistant to be present on the sidelines for all home regular season and playoff varsity football contests. Where possible, the same should be provided for state championship football contests in which an assigned school is participating.
- The contractor shall have a formal relationship with one or multiple medical or training facilities. These facilities shall have the capacity to provide potential follow-up medical or training services for injured student-athletes. Parents and student-athletes will not be required to utilize these medical facilities or services, but they shall be available upon request.
- The contractor will work with the athletic director at each assigned school to schedule a mass pre-participation medical exam event, near the end of the school year, for athletes from that school as well as those from the feeder middle school.

5.5 Certification

- All Certified Athletic Trainers (ATCs) provided by the contractor shall be certified by the National Athletic Trainers' Association (NATA) Board of Certification (BOC) and licensed in the State of North Carolina. All ATCs practicing in North Carolina must obtain a state-issued professional license.

5.6 Background Checks

- Employment is contingent on the results of a criminal background investigation. Any employee or service provider with a disqualifying background will not be permitted to work or serve in the Guilford County Schools without any penalty to GCS.

6.0 INJURY MANAGEMENT

6.1 Immediate Return-to-Play Protocol

- The ATC shall have the final determination on whether a student-athlete may return to action immediately following an injury, providing that a different, specific individual has not been delegated that authority for a particular event.
- If one school does not have an ATC present but another school does, the attending ATC (usually provided by the host school) shall make the final determination on whether a student-athlete may return to a contest.

6.2 General Return-to-Play Protocol

- Following serious injuries, the student-athlete must receive permission from the ATC and written permission from a physician before they can resume participation.
- Procedures described in the GCSC Concussion Plan shall be followed in instances where a student-athlete has been removed from practice because of a concussion.

6.3 Coordination of Efforts

- The ATC shall coordinate with the student-athlete's primary care physician on all follow-up care and treatment. If the student-athlete is not referred to his/her physician, the ATC shall perform follow up care recommended by the supervising doctor or medical personnel.
- If an injury occurred at an away contest, the attending ATC shall contact the ATC from the other (visiting school) regarding the injury that evening or the next day.

7.0 GCS RESPONSIBILITIES

7.1 Reasonable and Necessary Assistance

GCS shall provide all assistance deemed reasonable and necessary to help the contractor address the obligations specified herein as it relates to current GCS operations, documentation, required information and assistance.

7.2 Equipment and Facilities

GCS shall provide the following equipment and facilities:

- First-aid supplies and equipment necessary to perform the functions specified herein.
- Adequate and acceptable space for use as an athletic training facility at each school.
- Computer/electronic device, printer, phone line.

7.3 Exclusivity

- Grant contractor exclusivity as provider of athletic training services to each of the high schools assigned to the vendor as part of the contract. This condition includes the display of banners, advertisements at school events, schedule cards, program, etc.

7.4 Parent Consent

- Obtain consent from each student athlete's parent or guardian for the ATC to share medically based information with the student athlete's physicians, therapists involved in providing treatment, and emergency response personnel in the field.

8.0 CONTRACT TERM

The initial term of the contract shall be for one (1) year as stipulated in the RFP. GCS reserves the right to extend this contract at existing prices, terms, and conditions for up to three (3) additional one (1) year periods. Written notice indicating the intention of GCS to pursue the extension of the contract will be issued to the successful vendor ninety (90) days prior to the expiration of the original contract. The contractor will have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, GCS staff may make a recommendation to extend the contract or decide to rebid. If the contract is extended a contract amendment will be issued.

9.0 PROJECT MANAGER

- After GCS approval, the contract will be managed under the supervision of Leigh G. Hebbard, senior director of athletics.
- Any schedule changes shall be given to the GCS Project Manager first. If agreed upon by GCS and the contractor, a contract amendment shall be issued and signed by the director of athletics and the Chief Financial Officer.

Guilford County Schools

Attention: Leigh G Hebbard, Senior Director of Athletics

120 Franklin Blvd

Greensboro, NC 27401

10.0 COST

10.1 GCS will pay the contractor for services at a rate of \$16,000 per high school. This rate will apply to services at all home regular season and post season contests, along with coverage at practices, away contests as required by law or athletic association rules, and summer activities, consistent with section 5.3.2. This also includes county championship events and annual wrestling weight certifications, mandatory hydration testing, along with all responsibilities outlined in section 5.3.4. CPR/AED training/recertification for GCS coaches and athletic department personnel as well as other responsibilities outlined in this proposal are also included in the comprehensive payment per school.

General Conditions

1. All applicable sections of the Guilford County Board of Education Policies and the General Statutes of North Carolina, as amended, are made part of this contract by this reference. This includes, but is not limited to, purchasing and payment procedures. Copies of the above are available for inspection and review at 712 North Eugene Street, Greensboro, NC 27401.
2. Any exceptions to the performance requirements/specifications and/or conditions shall be noted and explained in a clearly identified section of the proposal.
3. The term of the contract shall begin on July 1, 2024 and end June 30, 2025 with the option to renew for three (3) additional one-year periods upon mutual agreement from both parties, to begin July 1, 2024. Either party may terminate this agreement for any reason without penalty upon 30 days written notice to the other party.

Questions

If you have additional questions, they can be directed to Velicia Moore at gaddyv@gcsnc.com.

Proposal Format

1. Initial Proposals

Initial proposals must include, as a minimum, the attached “Proposal Form” page. You may include additional information, as desired. Please also include the following statement: “In addition to the proposal as presented and any exceptions clearly noted, I understand that all requirements, specifications and conditions of the Request for Proposal are made part of any subsequent contract.”

2. Proposal Update

If you are currently providing services to our district, please submit ONLY the “Proposal Form” page, including updated requested attachments. (If there is additional information you would like to submit, you may include it with the form, as well.) Please also include the following statement: “In addition to the proposal as presented and any exceptions clearly noted, I understand that all requirements, specifications and conditions of the Request for Proposal are made part of any subsequent contract.”

Billing Requirements

- Invoices should be submitted electronically to [Leigh Hebbard at hebbarl@gcsnc.com](mailto:hebbarl@gcsnc.com)
- Invoices should include all services for the entire sports season.
- Invoices for each sports season for services described in section 11.1 should be submitted as follows to ensure timely payment,
 - Fall Sports – November 15
 - Winter Sports – March 15
 - Spring Sports and Summer Activities – May 15

Termination of Contract

Contracts may be terminated by either party upon 30 days' written notice.

Drug and Alcohol-Free Workplace

Please refer to Guilford County Schools Board of Education Policies and Procedures, under the Board of Education link on the GCS website. Under Section 7000, "Personnel," carefully review 7240 and 7240-R, regarding GCS' commitment to a Drug and Alcohol-Free Workplace.

Special Requirements Regarding Criminal Background

Criminal Background Investigations of individuals working on school property or with GCS students at any location.

- A. 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. If 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 are the responsibility of the vendor.
- B. Any individual with the following criminal convictions or pending charges will NOT be permitted on any school 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.
- C. 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

**INSURANCE REQUIREMENTS for PROFESSIONAL SERVICES
For GUILFORD COUNTY SCHOOLS**

Consultant/service provider shall procure and maintain for the duration of the contract professional liability insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, no less than \$1,000.000 per occurrence.

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

M/WBE OR HUB DESIGNATION: please read and complete as applicable

(Minority/Women Business Enterprise or Historically Underutilized Business)

Per NC General Statute 143-128.4, to qualify as a historically underutilized business, a business must be at least 51 % owned, controlled and managed by one or more citizens or lawful permanent residents of the United States who are members of one or more of the following groups:

- (1) Black, (2) Hispanic, (3) Asian American, (4) American Indian, (5) Female, (6) Disabled and (7) Disadvantaged

<u>Female Business Enterprise</u>	<u>Male Business Enterprise</u>	<u>Disabled Business</u>
____ African American	____ African American	____ Enterprise G.S. 168-1 or G.S. 168-A3
____ Asian American	____ Asian American	____ Disadvantaged (15 U.S.C §637
____ Caucasian	____ Hispanic Latino	____ Non-Profit Work Center for Blind and Severely Disabled
____ Hispanic Latino	____ Native American/Indian	
____ Native American/Indian		

PROPOSAL FORM
REQUIRED FOR ALL PROPOSALS

Proposal to Offer Athletic Training Services In response to the current Request for Proposal, I am proposing the following:

_____ Athletic training services for all 15 Guilford County high schools with interscholastic athletic programs.

_____ Athletic training services at _____ (#) of Guilford County High Schools.

_____ Athletic training services at these select high schools (list high schools): _____

1. I agree to meet all the Performance Requirements/Specifications described in the Request for Proposal.

2. I have a formal working relationship with the following medical or training facilities which are available for emergency care and/or follow-up injury care as needed. (Provide names, phone numbers, and addresses of facilities.)
 - a. _____
 - b. _____
 - c. _____

3. Provide names, addresses and phone numbers of people who are familiar with your professional work and may be contacted for references.
 - a. _____
 - b. _____
 - c. _____

4. Briefly describe plans to provide a replacement athletic trainer for each day of absence when the regularly assigned athletic trainer is unable to be present for practices and contests at their assigned school.

5. I verify that all physicians and trainers provided to schools as part of this program will be duly licensed and certified as required to practice in North Carolina.

6. In addition to the provisions described in this RFP, we also agree to provide the following equipment and services.

_____.

7. I have attached copies of my most current Certificates of Insurance and will forward updated certificates when received.

In addition to the proposal as presented and any exceptions clearly noted, I understand that all requirements, specifications, and conditions of the Request for Proposal are made part of any subsequent contract.

Provider/Agency Name: _____

Address: _____

Phone number: _____

Email Address: _____

Provider Signature: _____

Federal ID or SS Number

Date

Athletics – RFP # Rubric Athletic Trainer Services

	INADEQUATE (0)	LACKING (1)	ADEQUATE (2)	EXEMPLARY (3)
5.3.3 Capacity to provide a certified and licensed athletic trainer at multiple schools	Able to provide services at no more than one high school	Able to provide services at fewer than 5 high schools.	Able to provide services at 5 or more high schools.	Able to provide services at 5 or more high schools and demonstrates capacity to fill in for short and long-term trainer absences.
5.3.4 G Additional responsibilities	The contractor is unable to provide CPR/AED training to coaches	The contractor can provide CPR/AED training on a limited basis	The contractor can provide CPR/AED training to coaches at the assigned school(s).	The contractor can provide CPR/AED training to all middle and high school coaches
5.4 Able to provide a physician or PA on sidelines for home varsity football contests.	Contractor is not able to provide this for any football contests	Contractor can provide this only when physicians are available but cannot commit to all home varsity contests.	The contractor will provide a physician or PA to be on the sidelines for all home varsity football contests.	The contractor will provide a physician or PA at all home varsity football contests and other athletic events upon request and as physicians may be available.
5.4 Has formal relationships with area medical and training facilities to provide emergency and follow-up medical care.	No evidence of formal relationships with area facilities.	Evidence of limited informal relationships with area medical facilities.	Adequate evidence of formal relationships with multiple area medical facilities.	Significant evidence of established formal relationships with area medical facilities.
10. 0 Cost for services	The contractor has proposed a rate 50% higher than \$16,000/school	The contractor has proposed a rate 25% higher than \$16,000/school	The contractor accepts the rate of \$16,000/school	The contractor has offered services for an amount less than \$16,000/school.

INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to 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. *The Guilford County Schools (GCS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.*
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **STATEWIDE TERM CONTRACT:** A term Contract for all agencies, unless exempted by statute, rule, or special term and condition specific to this bid.
 - **AGENCY SPECIFIC TERM CONTRACT:** A Term Contract for a specific agency.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) North Carolina General Contract Terms and Conditions, and (4) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
10. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of the purchasers in the Division of Purchase and Contract those products or packaging they offer which have recycled content and that are recyclable.
11. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the Division of Purchase and Contract. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
12. **ACCEPTANCE AND REJECTION:** GCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
13. **REFERENCES:** GCS reserves the right to require a list of users of the exact item offered. GCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
14. **TAXES:**
 - **FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency.
 - **OTHER:** Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
 - Any applicable taxes shall be invoiced as a separate item.
15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to GCS as determined upon consideration of such factors as: prices offered; the quality of the

articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by GCS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by GCS or the bidder, GCS reserves the right to accept any item or group of items on a multi-item bid.

In addition, on TERM CONTRACTS, GCS reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by GCS to be pertinent or peculiar to the purchase in question.

All contracts are awarded contingent upon the availability of funds.

16. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, GCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
17. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the GCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
18. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become GCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
19. **PROTEST PROCEDURES:** When an offeror wants to protest a contract awarded pursuant to this solicitation, that is over \$10,000, they must submit a written request to the GCS Purchasing Officer at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the Purchasing Department within (5) consecutive business days of the e-mail notification to the offeror of GCS' intent to maintain the original award. The offeror must submit a written protest letter to the GCS Purchasing Officer. This letter must contain specific reasons and any supporting documentation for the protest.
20. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
21. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.
22. **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).

At a minimum, the contractor shall obtain a complete North Carolina statewide criminal background investigation for all employees and subcontractors who will work on this project, covering a period for the last seven (7) years. If the contractor or subcontractor is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of North Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. All costs associated with these criminal background checks is the responsibility of the contractor.

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

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.

Any individual with the following criminal convictions or pending charges will NOT be permitted on any school project or property.

7. Child Molestation or Abuse or indecent liberties with a child;
8. Rape;
9. Any Sexually Oriented Crime;
10. Drugs: Felony use, possession or distribution;
11. Murder, manslaughter or other death related charge; or
12. Assault with a deadly weapon or assault with intent to kill.

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.

Each person on site must wear a plastic laminated identification badge that identifies the name of the company and the person's name. These badges are to be computer produced at a font large enough to be clearly visible. All costs associated with these criminal background checks is the responsibility of the contractor. The ID badge template will be made available to the successful prime contractors at the Pre-Construction Meeting.

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

GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, Guilford County Schools (GCS) may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. GCS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to GCS.
2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. GCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement. No goods or services should be shipped or provided prior to issuance of a Purchase Order to the vendor/contractor by Guilford County Schools.
4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

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 bid document the vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

5. **SITUS:** The place of this contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
7. **INSPECTION AT CONTRACTOR'S SITE:** GCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for GCS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
8. **PAYMENT TERMS:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods. The using agency 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. **AFFIRMATIVE ACTION:** The contractor will 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.
10. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
11. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
12. **PATENT:** The contractor shall hold and save GCS, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, on account of any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.
13. **ADVERTISING:** Contractor agrees not to use the existence of this contract or the name of the State of North Carolina as part of any commercial advertising.
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 and solely as a convenience to the contractor, may:
 - a. Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - b. Include any person or entity designated by contractor as a joint payee on the contractor's payment check.

In no event shall such approval and action obligate the State to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.

16. **INSURANCE COVERAGE:** - 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 sublet, the contractor shall require the subcontractor to provide the same coverage for any of his 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 \$1,000,000.00 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.

REQUIREMENTS: 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.
17. **GENERAL INDEMNITY:** The contractor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, 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 State has knowledge of such claims. The contractor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of contractor goods to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
18. **ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT):** Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service.
19. **THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. This transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.

Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice.

Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to

permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. **ELECTRONIC PROCUREMENT (APPLIES ONLY TO STATEWIDE TERM CONTRACTS):** Within ten (10) calendar days of notice, the contractor shall provide supplier information, contract pricing and other product-related information requested by the State or the Supplier Manager. This information shall include such information as contractor name, SKU, brand/manufacturer, product name and a brief description, unit of measure, price, and other similar information or properly requested by the State or the Supplier Manager to facilitate purchasing from the contract. This information shall be posted by the contractor in the format provided by the Supplier Manager, or as otherwise provided in a template or format required by the State. No costs or expenses associated with providing this information shall be charged to the State, its agents (including Supplier Manager) or State approved users of the contract. For the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to use, reproduce, transmit, distribute and publicly display this information. In addition, for the purposes of this contract, the contractor warrants that it is authorized and empowered to and hereby grants the State and the Supplier Manager the right and license to reproduce and display contractor's trademarks, service marks, logos, trade dress or other branding designation that identifies the goods available under the contract. The Supplier Manager shall create and maintain, with contractor's timely assistance, web-based placement of contract information, where appropriate, that includes the contract items distributed by the contractor within the appropriate contract categories. The State shall provide any price adjustment/product modification information that it has approved during the course of the contract, to the Supplier Manager immediately upon such change. If the contractor is not the manufacturer, then it shall be the contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this contract, including any appropriate intellectual property rights of the manufacturer. If the contractor is the manufacturer, then the manufacturer shall only authorize dealers, outlets, distributors, value added resellers, etc. (together, "Authorized Resellers") within their network that can comply with the provisions of this contract.

CONTRACTOR IS AND SHALL REMAIN RESPONSIBLE FOR PAYING THE TRANSACTION FEE ON BEHALF OF ITS AUTHORIZED RESELLERS IN THE EVENT THAT THE AUTHORIZED RESELLER(S) DEFAULTS.

21. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party. Such notice of cancellation, as required herein, shall be transmitted via U.S. MAIL, Certified, Return Receipt Requested. The 30 days' notice for cancellation shall begin on the day the return receipt is signed and dated.
22. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.
23. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- a. **Notification:** Must be given to GCS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- b. **Decreases:** GCS shall receive full proportionate benefit immediately at any time during the contract period.
- c. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with GCS reserving the right to accept or reject the increase, or cancel the contract. Such action by GCS shall occur not later than 15 days after the receipt by GCS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
- d. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.