

ADVERTISEMENT FOR BIDS

Guilford County Schools Classroom Supplies and Materials

Sealed bids will be received by Guilford County Schools until 10:00 a.m., Tuesday, April 15, 2014, at 501 West Washington Street, Greensboro, NC, Room 100, and immediately thereafter publicly opened and read aloud to furnish Classroom Supplies and Materials for all schools within the district. It is intended that this will be a five-year, multi-award, catalog discount contract to include general educational, classroom, media, physical education, special needs, arts/crafts, and student calculator supplies and materials. Commodities not within the scope of this bid include computer hardware and software, printers, classroom furniture and fixtures, file cabinets, copy paper, and cleaning and custodial supplies.

Upon arrival, please check in at the front information desk for room location, sign in, and to obtain a parking pass for your vehicle. Please allow sufficient time for this process as late bids will not be accepted.

Bid documents may be obtained via the Guilford County Schools bid solicitation site at www.gcsnc.com, *Departments, Purchasing, Bid Solicitation*, or by e-mailing Mary Ensley, Senior Purchasing Agent, at ensleym@gcsnc.com .

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

Guilford County Schools reserves the right to reject any or all bids presented and to waive any informalities and irregularities.

Guilford County Schools
Donald Reid
Purchasing Officer

REQUEST FOR QUOTE - THIS IS NOT ON ORDER

REQUEST FOR QUOTE	
NUMBER Q5636	DATE March 21, 2014
PURCHASING DEPARTMENT	
TELEPHONE 336-370-3236	SENIOR PURCHASING AGENT Mary Ensley

GUILFORD COUNTY SCHOOLS
PURCHASING DEPARTMENT
501 West Washington Street
Greensboro, NC 27401
PHONE: 336-370-3236
FAX: 336-271-3346

RESPOND NO LATER THAN April 15, 2014, at 10:00 a.m.

<p>CONTRACTOR FILL IN NAME & ADDRESS IN THIS SECTION</p>

WHERE APPLICABLE, ALL PROPOSALS SHALL BE SUBJECT TO THE ATTACHED FORM AS-53, INSTRUCTIONS TO BIDDERS.

Note: Prices and any other entry made hereon by the bidder shall be considered firm and not subject to change or withdrawal.

Bidder also certifies under penalty of perjury that this bid has not been arrived at collusively and that he has not violated any Federal or North Carolina antitrust laws.

DESCRIPTION

Sealed bids will be received until the above date and time at 501 W. Washington Street, Room 100, Greensboro, NC 27401, and immediately thereafter publicly opened and read aloud to furnish **Classroom Supplies and Materials** for Guilford County Schools (GCS) per attached Specifications and Terms and Conditions. This contract shall be effective July 1, 2014, through June 30, 2016, with an option to renew for up to three additional one-year periods if mutually agreeable to both parties.

This contract is intended to **supply general educational, classroom, media, physical education, special needs, arts/crafts and student calculator supplies and materials** to all school locations within Guilford County Schools. Bid prices must be based on a catalog discount and held firm for a period of twelve months during each term of the contract. Notification of termination of the contract by either party must be received in writing at least thirty days prior to the requested contract termination date.

Commodities not within the scope of this bid include computer hardware and software, printers, classroom furniture and fixtures, file cabinets, copy paper, and cleaning and custodial supplies.

Estimated yearly value of this contract is \$1,000,000.00, but is not guaranteed. It is the intent of Guilford County Schools to award this bid to multiple vendors or as deemed to be most advantageous to the district. Therefore, GCS reserves the right to consider all terms and conditions and bid information in determining awarded vendors.

GCS schools operate through site-based management and schools initiate orders for their respective sites; therefore, vendors must be equipped to handle large volume purchases for shipment to all Guilford County Schools sites recognizing that peak ordering may occur several times a year. Attached is the GCS school directory of 127 schools with an enrollment of 72,000 students.

Note that orders will be processed using GCS purchase orders and procurement (VISA) cards as well as school-issued purchase orders payable by the individual school. It is preferred for awarded vendors to establish and maintain dedicated GCS online order sites, but this will not be a requirement for award. However, if vendors with current dedicated GCS online order sites are part of the award, it is our intention to maintain online order capability with these vendors. Following bid award, successful vendors shall mail two (2) current catalogs to each GCS school marked ATTN: Treasurer and mail two (2) current catalogs to Mary Ensley, GCS Senior Purchasing Agent, by June 15, 2014.

The complete bid must include (1) this Request for Quote Form, (2) the attached forms indicating discount percentage, exclusions, minimum order requirements, freight, delivery terms, rebates, and other requested information, (3) company references, and 4) company catalog.

Guilford County Schools Board of Education promotes full and equal access to business opportunities with Guilford County Schools (GCS). Minority and women owned businesses as well as other responsible vendors shall have a fair and reasonable opportunity to participate in GCS business opportunities. Prime suppliers (i.e., those who deal directly with GCS) should support GCS MWBE Program by making an effort to engage minority and women owned businesses as subcontractors for goods and services to the extent available. GCS has a goal of 10% participation. If there are additional questions, please contact Tammie Hall, at 336-335-3297 or email hallt6@gcsnc.com.

Guilford County Schools reserves the right to reject any or all bids presented and to waive any informalities and irregularities

Direct all questions regarding this bid in writing to Mary Ensley, Senior Purchasing Agent, at ensleym@gcsnc.com by 5:00 p.m., April 3, 2014.

NAME OF COMPANY _____

BY (SIGNATURE AND TITLE) _____

FEDERAL/SOCIAL SECURITY I.D. NO. _____

N.C. SALES & USE TAX REGISTRATION NO. _____

PHONE: () _____

FAX: () _____

Vendor _____

Quoted by _____

Date _____

Guilford County Schools
Purchasing Department
Classroom Supplies and Materials
Quote Form (Q5636)

1. Percentage discount (from catalog) _____
2. Exclusions _____
3. Vendor has/will establish/maintain secure dedicated GCS online order site with approval flow
(circle selection) Yes No
4. Minimum order requirement for discount is \$ _____
5. Minimum order requirement for free freight is \$ _____
(Note: GCS requires a minimum order requirement of \$75)
6. Normal delivery ARO _____
(Note: GCS requires dock delivery or inside delivery to most convenient entrance)
Fill rate _____
Backorder time frame _____
7. Rebate offered (circle selection; note that only rebate checks will be accepted) Yes No

Terms of rebate _____

8. Account representative/vendor contact _____
9. Contact's e-mail address _____
10. Contact's toll-free telephone number/toll-free fax number _____
11. Company's website for online orders _____
13. Company will assign a dedicated customer service representative to account Yes No
14. Date company was established _____
15. Number of distribution sites _____

Vendor _____

Quoted by _____

Date _____

16. Distribution site for Guilford County Schools _____

17. Company HUB designation _____

Designation (circle one): NC Statewide Uniform Certification Self-identified

Product Categories

Check all that your company can provide

- Classroom consumable supplies
- Craft supplies
- Fine art supplies
- Physical education supplies and equipment
- Career and technical education supplies
- Classroom carpets/rugs
- Storage cubbies
- Teacher aids and resources
- Learning manipulatives
- Test preparation materials
- Calculators
- Flags
- Globes
- Media supplies
- Maps
- Cots and mats
- Soft seating
- Other (list below)

Guilford County Schools

Classroom Supplies and Materials Q5636

REFERENCE INFORMATION

VENDOR: _____
(Company Name)

List three (3) references below:

1. Company Name and Address	Phone Number	Contact Person and E-mail
2. Company Name and Address	Phone Number	Contact Person
3. Company Name and Address	Phone Number	Contact Person

GUILFORD COUNTY SCHOOLS

2013-2014

SCH #	School Name	Phone Fax	Grades	Address
407	Academy at High Point Central	885-7905 885-7927	9-12	700 Chestnut Street High Point 27262
545	Academy at Smith High School	316-5866 294-7313	9-12	2407 South Holden Road Greensboro 27407
304	Alamance Elementary School	697-3177 697-3175	K-5	3600 Williams Dairy Road Greensboro 27406
307	Alderman Elementary	294-7320 294-7330	K-5	4211 Chateau Drive Greensboro 27407
310	Allen Jay Elementary	434-8490 431-6555	K-5	1311 E. Springfield Road High Point 27263
311	Allen Jay Preparatory Academy	819-2880 819-2879	5-8	1201 E. Fairfield Road High Point 27263 - Welborn
316	Allen Middle	294-7325 294-7315	6-8	1108 Glendale Drive Greensboro 27406
319	Andrews High	819-2800 887-5585	9-12	1920 McGuinn Drive High Point 27265
322	Archer Elementary	294-7335 294-7359	K-5	2610 Four Seasons Blvd. Greensboro 27407
325	Aycock Middle	370-8110 370-8044	6-8	811 Cypress Street Greensboro 27405
328	Bessemer Elementary	375-2585 375-2588	K-5	918 Huffine Mill Road Greensboro 27405
331	Bluford Elementary	370-8120 370-8124	K-5	1901 Tuscaloosa Street Greensboro 27401
334	Brightwood Elementary	375-2565 375-2570	K-5	2001 Brightwood School Rd. Greensboro 27405
337	Brooks Glodal Studies	370-8228 370-8173	K-5	1215 Westover Terrace Greensboro 27408
341	Brown Summit Middle	656-0432 656-0439	6-8	4720 NC Hwy 150 East Brown Summit 27214
343	Claxton Elementary	545-2010 545-2025	K-5	3720 Pinetop Road Greensboro 27410
346	Colfax Elementary	275-4332 993-0172	K-5	9112 US 421 Colfax 27235
349	Cone Elementary	375-2595 375-2597	K-5	2501 N. Church Street Greensboro 27405
355	Dudley High	370-8130 370-8979	9-12	1200 Lincoln Street Greensboro 27401
395	Early College at Guilford	316-2860 316-2858	9-12	George Wilson White House 5608 W. Friendly Ave. 27410
460	Eastern Middle	449-4255 449-7392	6-8	435 Peeden Drive Gibsonville 27249
358	Eastern High	449-6311 449-7392	9-12	415 Peeden Drive Gibsonville 27249
361	Erwin Montessori	370-8152 574-3855	PK-5	3012 E. Bessemer Avenue Greensboro 27405
364	Fairview Elementary	819-2890 819-2892	K-5	608 Fairview Street High Point 27260
		370-8150		3931 Naco Road

GUILFORD COUNTY SCHOOLS

2013-2014

366	Falkener Elementary	370-8025	K-5	Greensboro 27401
SCH #	School Name	Phone Fax	Grades	Address
367	Ferndale Middle School	819-2855 885-2854	6-8	701 Ferndale Boulevard High Point 27262
370	Florence Elementary	819-2120 454-5579	K-5	7605 Florence School Road High Point 27265
373	Foust Elementary School	370-8155 370-8057	K-5	2610 Floyd Street Greensboro 27406
370	Frazier Elementary	294-7340 294-7364	K-5	4215 Galway Drive Greensboro 27406
379	Gateway Education Center	375-2575 621-1922	SPED	3205 E. Wendover Avenue Greensboro 27405
388	General Greene	545-2015 545-2037	K-5	1501 Benjamin Parkway Greensboro 27408
382	Gibsonville Elementary	449-4214 449-6745	K-5	401 E. Joyner Street Gibsonville 27249
385	Gillespie Park Elementary	370-8640 574-1608	K-5	1900 Martin Luther King Dr. Greensboro 27406
458	Greene Education Center	370-8260 370-8268	SPED	604 High Point Road Jamestown, NC 27282
390	Greensboro College Middle College	370-8300 370-8918	10-12	815 W. Market Street Greensboro 27401
394	Grimsley High	370-8180 370-8194	9-12	801 Westover Terrace Greensboro 27408
400	Guilford Elementary	316-5844 316-5841	K-5	920 Stage Coach Trail Greensboro 27410
397	Guilford Middle	316-5833 316-5837	6-8	320 Lindley Road Greensboro 27410
398	(Doris Henderson) Guilford Newcomers School	316-5883 316-7092	5-12	411 Friendway Road Greensboro 27401
402	Hairston Middle	370-8250 370-8153	6-8	3911 Naco Road Greensboro 27401
403	Hampton Elementary	370-8220 370-8192	K-5	2301 Trade Street Greensboro 27401
464	Haynes-Inman Education Center	881-7170 881-7180	SP-ED	200 Haynes Road Jamestown 27282
457	Herbin-Metz Education Center		SPED	400 O'Ferrell Street Greensboro 27405
406	High Point Central High	819-2825 819-2991	9-12	801 Ferndale Boulevard High Point 27262
396	High School Ahead Academy	294-7640 294-7643	9-12	329 College Road Greensboro 27410
409	Hunter Elementary	294-7345 294-7379	K-5	1305 Merritt Drive Greensboro 27407
412	Irving Park Elementary	370-8225 370-8105	K-5	1310 Sunset Drive Greensboro 27408
415	Jackson Middle	294-7350 294-7316	6-8	2200 Ontario Street Greensboro 27403
418	Jamestown Elementary	819-2110 454-6588	K-5	108 Potter Drive Jamestown 27282

GUILFORD COUNTY SCHOOLS

2013-2014

421	Jamestown Middle	819-2100 454-6734	6-8	301 Haynes Road Jamestown 27282
SCH #	School Name	Phone Fax	Grades	Address
423	Jefferson Elementary	316-5870 316-5878	K-5	1400 New Garden Road Greensboro 27410
424	Jesse Wharton Elementary	545-3700 545-3703	K-5	5813 Lake Brandt Road Greensboro 27455
427	Johnson Street Global Studies	819-2900 819-2899	K-8	1601 Johnson Street High Point 27262
430	Jones Elementary	370-8230 3770-8034	K-5	502 South Street Greensboro 27406
436	Joyner Elementary	545-2020 545-2029	K-5	3300 Normandy Road Greensboro 27408
437	Kernodle Middle	545-3717 545-3714	6-8	3600 Drawbridge Parkway Greensboro 27410
439	Kirkman Park Elementary	819-2905 889-6218	K-5	1101 N. Centennial Street High Point 27262
442	Kiser Middle	370-8240 370-8248	6-8	716 Benjamin Parkway Greensboro 27408
448	Lincoln Academy	370-3471 370-3480	4-8	1016 Lincoln Street Greensboro 27401
451	Lindley Elementary	294-7360 294-7363	K-5	2700 Camden Road Greensboro 27403
454	Madison Elementary	375-2555 375-2560	K-5	3600 Hines Chapel Road McLeansville 27301
461	McLeansville Elementary	698-0144 698-0266	K-5	5315 Frieden's Church Road McLeansville 27301
462	McNair Elementary	691-5460 375-5420	K-5	4603 Yanceyville Street Browns Summit 27214
463	Mendenhall Middle	545-2000 545-2004	6-8	205 Willoughby Boulevard Greensboro 27408
326	Middle College @ Bennett	370-8636 370-8637	9-12	610 Gorrell Street Greensboro 27401
399	Middle College @ GTCC G'boro	375-2466 230-1523	9-12	3505 E. Wendover Avenue Greensboro 27401
401	Middle College @ GTCC J'town	819-2957 819-2961	9-12	104 Rochelle Road Jamestown 27282
483	Middle College @ NCA & T	691-0941 691-0952	9-12	1601 E. Market Street Rm 105 Greensboro 27411
569	Middle College @ NC A & T STEM	370-8580 274-7167	9-12	403 Laurel Street Greensboro 27411
408	Middle College of Entertainment Technology High Point	819-4111 819-4116	9-12	901 S. Main Street High Point 27262
466	Millis Road Elementary	819-2125 819-2127	K-5	4310 Millis Road Jamestown 27282
340	Monticello-Brown Summit Elementary	656-4010 656-4616	K-5	5006 NC 150 West Brown Summit 27214
469	Montlieu Avenue Math/Science Academy	819-2910 819-2915	K-5	1105 Montlieu Avenue High Point 27262

GUILFORD COUNTY SCHOOLS

2013-2014

SCH #	School Name	Phone Fax	Grades	Address
472	Morehead Elementary	294-7370 294-7368	K-5	4630 Tower Road Greensboro 27410
478	Murphey Elementary	294-7380 294-7450	K-5	2306 Ontario Street Greensboro 27403
481	Nathanael Greene Elementary	685-5000 685-5006	K-5	2717 NC 62 East Liberty 27298
484	Northeast High	375-2500 375-2520	9-12	6700 McLeansville Road McLeansville 27301
487	Northeast Middle	375-2525 375-2534	6-8	6720 McLeansville Road McLeansville 27301
486	Northern Elementary	656-4032 656-4043	K-5	3801 NC Hwy 150 Greensboro 27455
489	Northern High	643-8449 644-2589	9-12	7101 Spencer Dixon Road Greensboro 27455
488	Northern Middle	605-3342 674-8435	6-8	616 Simpson-Calhoun Road Greensboro 27455
490	Northwest High	605-3300 605-3314	9-12	5240 Northwest School Road Greensboro 27409
493	Northwest Middle	605-3333 605-3325	6-8	5300 Northwest School Road Greensboro 27409
496	Northwood Elementary	819-2920 819-2921	K-5	818 W. Lexington Avenue High Point 27262
499	Oak Hill Elementary	819-2925 819-2931	K-5	320 Wrightenberry Street High Point 27260
502	Oak Ridge Elementary	643-8410 643-8415	K-5	2050 Oak Ridge Road Oak Ridge 27310
505	Oak View Elementary	819-2935 869-6856	K-5	614 Oakview Road High Point 27265
508	Page High	370-8200 370-8219	9-12	201 Alma Pinnix Drive Greensboro 27405
511	Parkview Elementary	819-2945 819-2943	K-5	325 Gordon Road High Point 27260
491	Pearce Elementary	605-5480 506-5488	K-5	2006 Pleasant Ridge Road Greensboro 27410
514	Peck Elementary	370-8235 370-8237	K-5	1601 W. Florida Street Greensbor 27403
517	Peeler Elementary	370-8270 370-8039	K-5	2200 Randall Street Greensboro 27401
391	Penn-Griffin School for the Arts	819-2870 889-4841	6-12	825 Washington Drive High Point 27260
522	Pilot Elementary	316-5820 316-5818	K-5	4701 Chimney Springs Road Greensboro 27407
523	Pleasant Garden Elementary	674-4321 674-4320	K-5	4833 Pleasant Garden Road Pleasant Garden 27313
529	Ragsdale High	454-7400 454-4001	9-12	1000 Lucy Ragsdale Drive Jamestown 27282
532	Rankin Elementary	375-2545 375-2542	K-5	3301 Summit Avenue Greensboro 27405

GUILFORD COUNTY SCHOOLS

2013-2014

SCH #	School Name	Phone Fax	Grades	Address
530	Reedy Fork Elementary	656-3723 656-3488	K-5	4571 Reedy Fork Parkway Greensboro 27405
533	Scale School Greensboro	545-2031 545-2035	9-12	116 Pisgah Church Road Greensboro 27405
534	(Pruette) Scale School High Point	878-5380 889-7625	9-12	900 English Road High Point 27262
535	Sedalia Elementary	449-4711 449-6523	K-5	6120 Burlington Road Sedalia 27342
538	Sedgefield Elementary	316-5858 316-5855	K-5	2905 Groometown Road Greensboro 27407
541	Shadybrook Elementary	819-2950 869-1575	K-5	503 Shadybrook Road High Point 27265
542	Simkins Elementary School		K-5	3511 E. Lee Street Greensboro 27406
544	Smith High	294-7300 294-7313	9-12	2407 S. Holden Road Greensboro 27407
547	Southeast High	674-4300 674-4290	9-12	4530 Southeast School Road Greensboro 27406
550	Southeast Middle	674-4280 674-4276	6-8	4825 Woody Mill Road Greensboro 27406
553	Southern Elementary	674-4325 674-4330	K-5	5720 Drake Road Greensboro 27406
556	Southern High	674-4250 674-4254	9-12	5700 Drake Road Greensboro 27406
313	Southern Middle	674-4266 674-4278	6-8	5747 Drake Road Greensboro @7406
559	Southwest Elementary	819-2992 454-8372	K-5	4372 Southwest School Road High Point 27265
562	Southwest High	819-2970 454-5175	9-12	4364 Barrow Road High Point 27265
565	Southwest Middle	819-2985 454-4015	6-8	4368 Southwest School Road High Point 27265
568	Sternberger Elementary	294-7390 294-7394	K-5	518 N. Holden Road Greensboro 27410
571	Stokesdale Elementary	643-8420 643-8425	K-5	8025 US 158 Stokesdale 27357
574	Summerfield Elementary	643-8444 643-8447	K-5	7501 Summerfield Road Summerfield 27358
577	Sumner Elementary	316-5888 316-5880	K-5	1915 Harris Drive Greensboro 27406
578	Triangle Lake Montessori	819-2883 819-2754	PK-5	2401 Triangle Lake Road High Point 27260
822	Twilight High	282-6797 545-4176	9-12	116 Pisgah Church Road Greensboro 27455
579	UNCG Middle College	334-3662 334-5503	9-12	1408 Walker Avenue HHP Bldg, Room 429 Greensboro 27412
580	Union Hill Elementary	819-2130 882-7162	K-5	3523 Triangle Lake Road High Point 27260

GUILFORD COUNTY SCHOOLS

2013-2014

SCH #	School Name	Phone Fax	Grades	Address
583	Vandalia Elementary	370-8275 370-8053	K-5	407 E. Vandalia Road Greensboro 27406
586	Washington Elementary	370-8290 370-8963	K-5	1110 E. Washington Street Greensboro 27401
589	Weaver Academy	370-8282 370-8287	9-12	300 S. Spring Street Greensboro 27401
592	Welborn Middle	819-2880 819-2879	6-8	1710 McGuinn Drive High Point 27265
595	Western High	316-5800 316-5813	9-12	409 Friendway Road Greensboro 27401
598	Wiley Elementary	370-8295 370-8040	K-5	600 W. Terrell Street Greensboro 27406

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.
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 State Purchasing Officer at the address given in the solicitation document entitled "Mailing Instructions". This request must be received in the Division of Purchase and Contract within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific reasons and any supporting documentation for the protest. **Note:** Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are posted on the Internet at <http://www.state.nc.us/PandC/>. **All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.**
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).

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

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

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

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

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, the 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 not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. 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).

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

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 \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- 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 tortuous 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. The contractor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.
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.

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

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.