

Guilford County Schools Purchasing Dept 501 W. Washington St. Greensboro NC 27401	INVITATION FOR PROPOSALS NO. 189-5814	
	RFPs will be opened: (this will not be a public opening) November 30, 2015	
	Contract Type: Open Market	
Refer ALL Inquiries to: Richard Sumner, Technology Integration Coordinator e-mail: sumnerr@gcsnc.com	Commodity: Technology	
(See page 2 for mailing instructions.)	Using Agency Name: Guilford County Schools Agency Requisition No.	

NOTICE TO PROPOSERS

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

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

EXECUTION

In compliance with this Invitation for Proposals, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are submitted, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

Failure to execute/sign proposal prior to submittal shall render proposal invalid. Late proposals are not acceptable.

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

Offer valid for 45 days from date of proposal opening unless otherwise stated here: **180** days (See Instructions to Bidders (Proposers), Item 6). Prompt Payment Discount: _____ % _____ days (See Instructions to Bidders (Proposers), Item 7).

ACCEPTANCE OF PROPOSAL

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

<p><u>FOR GUILFORD COUNTY SCHOOLS USE ONLY</u></p> <p>Offer accepted and contract awarded this ____ day of _____, 20____, as indicated on attached certification or purchase order,,</p> <p>by _____ (Authorized representative of Guilford County Schools).</p>

01/2011

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non-re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

MAILING INSTRUCTIONS: Mail only one fully executed proposal document, unless otherwise instructed, and only one proposal per envelope. Address envelope and insert proposal number as shown below: It is the responsibility of the vendor to have the proposal in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
PROPOSAL NO. <u>189-5814</u> Guilford County Schools Purchasing Dept. 501 W. Washington St. Greensboro NC 27401 ATTN: DON REID, PURCHASING OFFICER	PROPOSAL NO. <u>189-5814</u> Guilford County Schools Purchasing Dept. 501 W. Washington St. Greensboro NC 27401 ATTN: DON REID, PURCHASING OFFICER

VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM: Vendor Link NC allows vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Interactive Purchasing System. Online registration and other purchasing information are available on our Internet web site: <<http://www.state.nc.us/pandc/>>.

ATTENTION: This contract is NOT included in e-procurement. Paragraphs #18 and #19 DO NOT apply.

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

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

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

DELIVERY: Completion date for installation is June 30, 2016. Parallel testing dates: July 1, 2016 – June 30, 2017.

MANUALS: Service manuals, operating instructions and design plans shall be provided for each piece of equipment. Delivery will not be considered complete until two (2) copies of operator's manuals and two (2) copies of design plans are delivered.

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

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

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

DRAWINGS: N/A

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

INSURANCE Please refer to the following insurance requirements on the attached N C. General Contract Terms and Conditions documents.

IMPORTANT NOTES:

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

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

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

MANDATORY PRE-BID CONFERENCE: NOT APPLICABLE FOR THIS SOLICITATION



Guilford County Schools

TECHNOLOGY SERVICES

Request for Proposal

Enterprise Management System

September 28, 2015

SECTION 01 INTRODUCTION

Part 1 District Information

- 1.1. Guilford County Schools (GCS) is the third largest district in North Carolina, serving more than 72,300 students across 127 schools in urban, suburban and rural areas. Located in Guilford County in central North Carolina, GCS employs over 9,000 full time personnel, including 249 principals and assistant principals, 2,540 elementary teachers, and 1,158 secondary teachers.

Part 2 Purpose of RFP

- 2.1. GCS is seeking a complete Enterprise Management System including accounts payable, accounts receivable, asset management, budgeting, general ledger, procurement, human resources, payroll, time and attendance, and other applicable enterprise management systems.
- 2.2. The selected Vendor must meet all requirements in this RFP as well as all applicable Federal and State laws, regulations, and contract requirements.
- 2.3. Proposals should include any specifications and services above and beyond the listed requirements that the vendor believes would enhance the service to GCS.

Part 3 General Provisions

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

independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. Trade Secrets must be included on separate pages clearly marked at the top and bottom, "TRADE SECRET".
 3. A reference to the Trade Secret page must be made within the RFP response section.
- 3.9. GCS, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals.
- 3.10. If a Vendor cannot meet the specifications as described in this RFP, Vendor may propose a functionally equivalent alternate solution. Vendor must provide an explanation of the equivalency. GCS reserves the right to refuse an alternative proposal.
- 3.11. All applicable laws, whether or not herein contained, will be included by this reference. It will be Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.
- 3.12. For purposes of contract, arbitration, and other legal matters, the Guilford County Board of Education will be the binding legal entity and authority. No state laws or statutes other than those of North Carolina are considered binding.

Part 4 Number of Awards and Contract

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

Part 5 Contract Term

- 5.1. GCS is seeking a cost-efficient proposal to provide services, as defined in this RFP, for the contract period of July 1, 2016, through June 30, 2019.
- 5.2. Following the initial three (3) year term of the contract, GCS may opt to renew the contract, subject to satisfactory performance. There is no guarantee that an extension will be exercised and vendors should have no expectation of this occurring.
- 5.3. Price Increases
 - A. Price increases/decreases will be negotiated at each contract extension.

Part 6 Minority and Woman Owned Business (MWBE)

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

End of Section 01

SECTION 02 RFP PROCESS

Part 1 General

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

Part 2 Vendor Presentation and Interview

- 2.1. A mandatory Presentation and Interview session will be held with each responding Vendor deemed to be a "responsible and responsive" Vendor. Multiple sessions may be required.
 - A. Presentation and Interview will be held at Guilford County Schools Technology Services, 425 Prescott Street, Greensboro, NC 27401.

Part 3 Vendor Desire to Respond

- 3.1. Each Vendor desiring or intending to submit a response to this RFP must notify GCS of that intent.
- 3.2. Failure to notify GCS will result in Vendor not receiving Addenda and Questions/Answers from other Vendors.
- 3.3. Notification of intent must be directed via email to Richard Sumner, Technology Integration Coordinator at sumnerr@gcsnc.com

Part 4 Questions

- 4.1. Questions regarding this RFP or response and submittal procedures must be presented prior to the date listed in the Schedule of Events.
- 4.2. Questions are to be directed via email to Richard Sumner, Technology Integration Coordinator at sumnerr@gcsnc.com
- 4.3. Answers to all questions will be provided to all Vendors notifying GCS of intent as described above.
 - A. Vendor will be required to provide a single contact authorized to submit questions, receive answers, receive RFP addenda, etc.
 - B. The name, address, phone number, and email address of this contact is required.
- 4.4. Questions will be answered by the date listed in the Schedule of Events.

Part 5 RFP Response

- 5.1. Include any forms provided in the RFP package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described.
- 5.2. It is the responsibility of the Vendor to include all information requested at the time of submission. Failure to provide information requested may, at the discretion of GCS, result in a lower scoring or the proposal being disqualified.

- 5.3. Vendors notifying GCS of intent to participate will be provided electronic copies of the response documents in current version of Microsoft Word and Excel.
- 5.4. The responding Vendor will complete and submit the response in both printed and electronic formats.
- 5.5. Condition Response
- A. Vendors are required to complete the condition response portion of the response document with one of the following responses.
 - 1. “Vendor has read, understood, and accepts the statements and requirements without conditions or exceptions.”
 - 2. OR “Vendor has read, understood, and accepts the statements and requirements with the following conditions or exceptions: (state conditions, exceptions, and explanation).”
 - 3. OR “Vendor has read, understood, and does not accept the statements and requirements due to the following: (state reason and explanation).”
- 5.6. Detailed Response
- A. RFP Sections 4, 5, 6, 7, 8, and 9 require Vendor to present information, explanations, or descriptions that must be fully addressed by Vendor. Proposals with incomplete responses are subject to rejection.
 - 1. The response to these items will be a detailed answer to the question or requirement placed directly beside the item number in the response document.
- 5.7. Financial Response
- A. Vendor is to prepare the Excel spreadsheet provided, noting all components and costs to GCS for the service proposed.
 - B. Base Price
 - 1. Base price must include any base software, base installation, or other basic costs associated with the product and proposed services.
 - C. Transition
 - 1. Transition price must include all services, personnel, etc. to provide the proposed solution and to convert existing GCS records into the new solution.
 - D. Options and Custom
 - 1. All and any other options, services, customization, etc., must be included in the Options and Custom sections.
 - E. Care should be taken to ensure that any and all pricing be included.
- 5.8. Feature Response
- A. The feature response Excel spreadsheet must be completed, noting the availability of each feature.
 - B. “Included in Base Price” means the feature is a standard feature included at no additional cost over the Base Price on the Financial Response Sheet.
 - C. “Optional, Extra Cost” means the feature is available, but as an option that will include pricing included in the Options price chart on the Financial Response Sheet.
 - D. “Custom, Included in Base Price” means the feature is a custom created feature that will be made available at no additional cost over the Base Price included in the Base Price on the Financial Response Sheet.
 - E. “Custom, Extra Cost” means the feature is a custom created feature that will be made available at an additional cost included in the Custom Price on the Financial Response Sheet.

Part 6 Proposal Format

- 6.1. One original and eight (8) printed copies of each proposal must be submitted (9 binders), along with an electronic version of either a disk or USB drive.

- 6.2. Page size must be 8-1/2" x 11" with the exception of glossy brochures or other pre-printed materials.
- 6.3. Vendor will include this RFP in its entirety in the response.
- 6.4. The entire response, including all associated literature, should be presented in a single binder.
- 6.5. Each Section must be a separate tabbed section in the response, in the following order:
 - A. Cover Page
 - B. Section 1 and Section 2 in the same tab. No responses are required.
 - C. Section 3 with responses.
 - D. Section 4 with responses.
 - E. Section 5 with responses.
 - F. Section 6 with responses.
 - G. Section 7 with responses.
 - H. Section 8 with responses.
 - I. Section 9 with responses.
 - J. Annual Report
 - K. Financial Response
 - L. Feature Response
- 6.6. Cover page must be signed by a representative of Vendor having the authority to enter into contracts.
- 6.7. The Vendor's name must appear in the footer of every page, including attachments.
- 6.8. Each attachment must reference the Section and Number to which it corresponds.

Part 7 RFP Response Submission

- 7.1. Responses must be addressed to and delivered to:
 - A. Don Reid, Purchasing Officer
 - B. Guilford County Schools
 - C. 501 W. Washington Street
 - D. Greensboro, NC 27401
- 7.2. Sealed responses bearing the title of the RFP must be received at the above address no later than the date and time listed in the Schedule of Events.
- 7.3. The printed responses and the electronic version may be delivered by USPS, courier, package delivery service, or in person. Fax or email responses are not accepted.
- 7.4. Responses arriving any time after the date and time listed in the Schedule of Events will not be accepted.

Part 8 Completeness and Intention

- 8.1. Each responding Vendor is advised to read this RFP carefully. Any and all exceptions to an item in this RFP must be duly noted and explained in the response. Failure to take exception to any item will be considered as both the intention and the ability of Vendor to fully comply with that item.
- 8.2. Responding Vendors should make a careful examination of the scope of work and its proper implementation, so as to include in their response proper and sufficient information to ensure GCS of Vendor's capability to meet the service requirements.

Part 9 Partnerships and Subcontracts

- 9.1. GCS intends to identify one Vendor to orchestrate installation, support, and maintain the services sought through this RFP process and contract term.
- 9.2. Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit proposals in response to this RFP. Partnerships and consortia of entities may work together to respond to this RFP. However, each proposal must clearly identify a Prime Vendor. The Prime Vendor

will be responsible for providing all deliverables as defined by any resulting contract or purchase agreement according to the terms and conditions as set forth in any resulting contract or purchase agreement.

- 9.3. Vendors submitting proposals as a prime Vendor or as one of a team of Vendors may wish to provide all of the proposed services directly, or provide certain elements directly, and provide the remainder through subcontracts under the following conditions:
- A. Any and all subcontractors must be identified in the response to this RFP;
 - B. Vendor must notify GCS of any change of the subcontractor's status with Vendor;
 - C. Sub-contractors must meet all provisioning, installation, and maintenance requirements;
 - D. Sub-contractors may not sub-contract their assigned responsibilities and duties without the permission of GCS;
 - E. The prime Vendor is solely responsible for all products and services provided to satisfy the requirements of this RFP.

Part 10 Proposal Evaluation

- 10.1 Evaluation of Vendor proposals will be based upon meeting the requirements of this RFP as determined by:
- A. Overall costs;
 - B. Transition costs;
 - C. Transition risk;
 - D. An evaluation of Vendor's RFP response as to its completeness and conformity to all requirements;
 - E. Vendor's experience with the technology requested;
 - F. Vendor's service levels;
 - G. Compliance with the terms and conditions;
 - H. Vendor's client history and business stability;
 - I. Vendor's history with GCS;
 - J. Vendor's client references;
 - K. Any other factors which GCS deems to be in its best interest.
- 10.2 Cost is only one part of the evaluation. Final selection will be made on a "best value" basis, according to the solution deemed to be the most advantageous to Guilford County Schools.

Part 11 Schedule of Events

- 11.1 Major Milestones
- A. RFP Posting – September 28, 2015
 - B. Notification of Intent – October 12, 2015
 - C. Question Deadline – October 26, 2015
 - D. Question Response – November 9, 2015
 - E. Proposals Due – November 30, 2015
 - F. Presentation and Interview – January 11 – 29, 2016
 - G. Proposal Evaluation – February 15, 2016
 - H. Recommendation to School Board – March 2016
 - I. Notification to Selected Provider – March 2016
 - J. Installation Start – April 2016 (Tentative based on contract and transition plan.)
 - K. Installation Complete – June 30, 2016
 - L. Parallel Testing – July 1, 2016 – June 30, 2017

Part 12 Notice of Acceptance

- 12.1 GCS will notify the selected Vendor after evaluation. Recommendation of award will be given to the GCS Board of Education.
- 12.2 Vendor may be requested to present their proposal at a GCS Board of Education meeting.
- 12.3 Upon acceptance and approval by the GCS Board of Education, GCS will notify the selected Vendor and finalize the contract award.

End of Section 02

SECTION 03 TERMS & CONDITIONS

Part 1 General

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

Part 2 Payment of Subcontractors

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

Part 3 Codes and Laws

- 3.1. Vendor will ensure compliance with all applicable State and Federal laws, and any other applicable law, code, or industry recognized standard.
- 3.2. All product and installation must be in compliance as specified, or will be corrected within ten (10) days after notification. All corrections will be at the expense of the Vendor.

Part 4 Technician Certifications

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

Part 5 Responsibility for Damage

- 5.1. Vendor assumes all liability for damage to GCS data, records, systems, and any other item, property or facilities caused by Vendor or its subcontractors.
- 5.2. Vendor will assume all costs associated with said damage or loss.

Part 6 Authorization to Supply

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

Part 7 Performance Bond

- 7.1. A performance bond will be required of Vendor for the full amount of the contract. The performance bond must be delivered to GCS prior to the start of work.

Part 8 Understanding

8.1. By submitting a response to this RFP, Vendor acknowledges and agrees that:

- A. The RFP is understood and Vendor is fully informed of the intent of the RFP and the completeness and quality of the products, materials, and services sought.
- B. The RFP and response will be incorporated into and made a part of any subsequent award of contract to provide, install, and maintain the proposed service.

Part 9 Performance and Default

- 9.1. If, through any cause, Vendor fails to fulfill in a timely and proper manner the obligations under this agreement, GCS will thereupon have the right to terminate this contract by giving written notice to Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by Vendor will, at the option of GCS, become its property, and Vendor will be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, Vendor will not be relieved of liability to GCS for damages sustained by GCS by virtue of any breach of this agreement, and GCS may withhold any payment due to Vendor for the purpose of setoff until such time as the exact amount of damages due GCS from such breach can be determined.
- 9.2. In case of default by Vendor, GCS may procure the services from other sources and hold Vendor responsible for any excess cost occasioned thereby.
- 9.3. In case of default by Vendor under this contract, GCS may immediately cease doing business with Vendor, immediately terminate for cause all existing contracts GCS has with Vendor, and de-bar Vendor from doing future business with GCS.
- 9.4. Upon Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against Vendor, GCS may immediately terminate, for cause, this contract and all other existing contracts Vendor has with GCS, and de-bar Vendor from doing future business with GCS.
- 9.5. Neither party will be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

End of Section 03

SECTION 04 EXECUTIVE SUMMARY

Part 1 General

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

End of Section 04

SECTION 05 CORPORATE and ADMINSTRATIVE

Part 1 General

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

Part 2 Corporate Profile

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

Part 3 Sales Team Profile

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

Part 4 Service Team Profile

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

End of Section 05

SECTION 06 REFERENCES

Part 1 General

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

End of Section 06

SECTION 07 SERVICE REQUIREMENTS

Part 1 General

- 1.1. Complete and Cost Effective
 - A. Vendor must provide a product that is both functionally complete and cost effective. Vendor must demonstrate the ability, capacity, and flexibility to collaborate successfully and actively with GCS.
- 1.2. Ongoing Improvements
 - A. GCS is vitally interested in investing in solutions which have long-life and upgradeability to provide continuing and enhanced capabilities over time, including migration to evolving standards. Vendor must describe its product's ability to adapt to or incorporate improved technology.
- 1.3. Any terminology representative of any Vendor offering is not preference oriented, but is intended to be descriptive of the service/technology sought.

Part 2 Physical Topology

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

Part 3 Virtual Topology

- 3.1. Vendor will explain in detail the virtual topology of the proposed solution.
- 3.2. Confidential information need not be revealed, however the design concept should be explained completely.

Part 4 Service Level

- 4.1. Reliability
 - A. Vendor should provide the mechanisms, both logical and physical, which are in place to provide the reliability of any and all system parts.
- 4.2. Redundancy
 - A. Vendor will provide in specific detail the mechanisms, both logical and physical, which are in place to provide redundant systems and data to ensure maximum uptime for GCS.

Part 5 Scalability

- 5.1. Vendor must describe in detail the mechanisms deployed to ensure scalability of their system for GCS.
- 5.2. Vendor must describe the means by which GCS may increase services, capacity, etc. for system.

Part 6 Transition

- 6.1. Vendor must describe, in detail, the manner in which a seamless migration from the current system to Vendor proposed solution would occur, including, but not limited to, technologies involved, phases of deployment, etc.

Part 7 Training

- 7.1. Vendor must describe, in detail, the manner in which training to facilitate a seamless migration from the current system to Vendor proposed solution will occur, including, but not limited to, technologies involved, phases of training, employees included in training, etc.

Part 8 Proof of Concept

- 8.1. GCS may require Vendor to participate in a “Proof of Concept” (POC) which would occur before substantial installation or transition activities.
- 8.2. Results
 - A. Results of the POC will:
 1. Allow the project to proceed; or
 2. Require additional testing; or
 3. Release Vendor from further installation activity.
 - B. In the event additional testing is required, or Vendor is released from further installation activity, Vendor will reimburse GCS for any payments made to Vendor for service.

Part 9 Security

- 9.1. Vendor will describe any and all mechanisms in place to ensure the security of GCS data.

End of Section 07

SECTION 08 IMPLEMENTATION REQUIREMENTS

Part 1 General

- 1.1. This section addresses the requirements necessary to ensure the successful implementation of the project. Vendor will perform all work as required or necessary to comprehensively complete the installation of the new system and all transition efforts.

Part 2 Schedule

- 2.1. Vendor must provide an implementation plan for a June, 2017 completion.

Part 3 GCS Responsibilities

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

Part 4 Project Team Resources

4.1. Project Manager

- A. Vendor must assign an experienced project manager who will maintain a consistent presence on the project and have intimate knowledge about all project attributes.
- B. The project manager will bear Vendor's responsibility for directing all project efforts, including, but not limited to:
 - 1. Having full knowledge of the RFP, its requirements, and Vendor's response;
 - 2. Overseeing completion of project milestones on or prior to targeted dates;
 - 3. Coordination of all logistical functions;
 - 4. Representing Vendor at project meetings;
 - 5. Maintaining a current project schedule and presenting the updated schedule to the GCS project manager on a weekly basis;
 - 6. Active monitoring of project progress and management of Vendor's project resources;
 - 7. Ensuring that all Vendor personnel and subcontractors adhere to GCS' facility rules and procedures including safety rules, tobacco policies, proper attire and conduct, entry and exit to/from facilities, etc.
 - 8. Maintaining a direct line of communication with the GCS project manager including continuous updates on project progress;
 - 9. Maintaining and facilitating communications within Vendor's organization and all departments/groups involved in the implementation.
- C. The project manager will schedule a project kick-off meeting no more than two (2) weeks after contract award.
- D. The project manager will deliver the projected project implementation schedule to GCS at this meeting, and must provide a written listing of Vendor's lead technician(s) and any subcontractor technicians who will be performing project implementation.

4.2. Lead Technicians, Technicians, and Subcontractors

- A. Lead technicians, technicians, and subcontractors will be responsible for the following:
 - 1. Being fully knowledgeable of the technical aspects of the RFP and its requirements;

2. Adherence to all industry and manufacturer standards, specifications, and procedures;
3. Adherence to all GCS facility rules and procedures;
4. Maintaining an on-going awareness of project schedule milestones;
5. Notifying Vendor project manager and GCS project manager of any circumstances which may delay completion of project milestones, jeopardize the success of the implementation, or otherwise impact the project schedule.

Part 5 Implementation and Transition Plan

- 5.1. Vendor's RFP response must include a general project implementation plan identifying all milestone activities, estimated dates, assigned responsibilities, and must identify critical path items.
- 5.2. Vendor project manager must provide a final, more detailed version of the project plan at the pre-installation meeting.
- 5.3. Vendor must propose a general plan based on:
 - A. The project milestone dates listed in the Schedule of Events section;
 - B. Vendor's review of this RFP;
 - C. Vendor's on-site inspection of GCS facilities.
- 5.4. Revised Plan Submission
 - A. Vendor project manager must submit a written and revised plan to the GCS project manager at the time of the pre-installation meeting.
 - B. The plan must clearly indicate the following:
 1. The specific sequence of events planned during implementation;
 2. Vendor's proposed resources and their work schedule;
 3. A detailed activities list with the responsible part identified;
 4. The planned start and end time of each activity;
 5. A list of all involved resources including contact numbers;
 6. Any other information relevant to the project.
 - C. The plan will be reviewed by GCS prior to each phase of activity, and any modifications will be discussed with Vendor project manager.
 - D. The plan must be approved by GCS prior to the implementation.
 - E. Once approved, the plan will not be changed unless a significant issue with the plan is identified.
- 5.5. Contingency Plan
 - A. As part of the implementation plan, Vendor must develop a contingency plan that addresses emergency or critical situations that may place the success of the implementation in jeopardy.
 - B. The plan must identify the technical support escalation procedure.
 1. This procedure must identify each step and appropriate contact (including names, telephone numbers, cellular numbers, and other relevant information) to be utilized to address any situation where the lead technician requires immediate support to resolve a technical problem.
 2. The procedure must include all steps and contacts necessary to ensure access to support resources at each level on a 24 hour/day basis.

Part 6 Documentation

- 6.1. Upon completion of the project implementation, Vendor must provide detailed documentation of all systems implemented.
- 6.2. Documentation must be presented in a neatly packaged format that includes tabbed and indexed sections placed in a ring binder, along with a CD-ROM containing an editable, digital copy.
- 6.3. Three full sets of documentation are required.

Part 7 Technical Requirements

- 7.1. GCS requires Vendor to assume full responsibility for providing a successful implementation and transition.
- 7.2. Vendor will utilize procedures and standards identified within this RFP, and where procedures and standards are not specifically identified, Vendor must adhere to industry standards.
- 7.3. Vendor must provide implementation services resulting in a complete and fully operational system and must include, but not be limited to:
 - A. Physical installation of the provided system hardware and software including any cables, ancillary equipment, etc.;
 - B. Configuration of all provided systems software;
 - C. Full transition of all related data;
 - D. Full functional testing before final transition;
 - E. Providing on-site technical support as required.
- 7.4. Vendor must exercise caution at all times when in GCS facilities to ensure continuous and proper operation of all other GCS existing systems and equipment. There is to be no interruption to the facility's instructional or business activities.
- 7.5. Vendor must work closely with the GCS project manager to meet pre-designed or field implemented installation requirements.

Part 8 Special Requirements

- 8.1. NC DPI Benchmark
 - A. The proposed solution must be benchmarked by the North Carolina Department of Public Instruction.
 - B. Solution may be previously benchmarked or must be benchmarked as part of the solution implementation process.
 - C. All costs associated with the benchmarking process are the responsibility of the vendor.
- 8.2. ORBIT, NC Retirement System
 - A. The solution must include interfacing with the ORBIT retirement system, including data transfer.

Part 9 Transition Requirements

- 9.1. Any transition is expected to take place between the hours of 4:00 pm to 7:00 am.
- 9.2. Full service must be operational by 7:00 am the morning following the transition.
- 9.3. The following Vendor personnel must be present during the transition:
 - A. Project Manager
 - B. Lead Technician(s)
 - C. Technicians as necessary to perform all work to ensure a successful cutover.
- 9.4. Transition Preparation Activities
 - A. Vendor must prepare all software, hardware, and documentation to facilitate an organized, well planned, minimally complex, and minimal risk transition.
- 9.5. Post Transition Service
 - A. Service Affecting Incidents
 1. Vendor must provide GCS a toll free number to report any problems from the time of the first transition through the completion of the final transition.
 2. Vendor must receive and log all calls, and take immediate action to correct the situation.
 3. Any help desk request outstanding after one (1) hour must be identified to Vendor's project manager for resolution and escalation.

4. Vendor must staff the incident reporting location with adequate resources to meet the one (1) hour correction time.
- B. Vendor Personnel and Schedule
 1. Vendor must provide adequate local personnel to support the transition and immediate post transition activities until which time it is determined the transition was successful and operationally sound.
- C. Non-Compliance Corrections
 1. Vendor must apply resources to correct system problems and non-compliant transition work until the system passes operationally functional criteria.

Part 10 System Acceptance

- 10.1. GCS will accept the transition of a particular function, data set, or other transition activity upon testing and proof of correct operation and data integrity.

End of Section 08

SECTION 09 SUPPORT REQUIREMENTS

Part 1 General

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

Part 2 Systems Support Levels

- 2.1. Vendor must provide support services at levels identified below.

Part 3 Support Services Objectives

- 3.1. Vendor must provide hardware and software support services to reach the objective of 99.9% uptime for the GCS systems.
- 3.2. Vendor must respond under this section as to the plans to accomplish this objective, and Vendor's ability in the following areas:
 - A. Preventing downtime by proactively monitoring the systems for proper performance;
 - B. Minimizing the opportunities for faults by performing preventative maintenance, including hardware and software revision upgrades;
 - C. Providing immediate response to faults by use of a monitoring systems and technical resources;
 - D. Provisioning of all maintenance and repair service including parts, materials, labor, and transportation required.

Part 4 Service Trouble Call Process

- 4.1. Contact Process
 - A. Vendor must identify the process for GCS personnel to initiate a service trouble call.
 - B. This process must include, at a minimum, a toll free number where a live Vendor representative is available 24 hours per day, seven days per week.
 - C. Additional methods, such as electronic mail and/or website, are also encouraged.
 - D. GCS will identify the personnel authorized to initiate a service trouble call.
- 4.2. Escalation Process
 - A. Vendor must identify the internal escalation process for support trouble calls and/or remotely monitored events that have been unresolved beyond the threshold of their response time definition (i.e. critical, urgent, and routine).
 - B. This escalation process must also identify contact points for GCS staff, and the time intervals Vendor recommends for contact.
- 4.3. Remote System Monitoring
 - A. Vendor Monitoring System
 1. Vendor must state the remote monitoring capabilities and schedule provided for the proposed system.
 2. Vendor must provide all equipment necessary, at Vendor's expense, for monitoring.
 - B. Vendor Monitoring Capabilities

1. Vendor must describe their monitoring capabilities including trouble response process, monitoring personnel, etc.
 2. This description must make clear the capabilities of Vendor to meet the expected level of operational performance as well as service response time objectives.
- C. Vendor Remote Support
1. Vendor must provide the necessary equipment for remotely supporting the system and components both at GCS locations and Vendor nodes.
 2. This equipment should facilitate Vendor in remote diagnostics, configuration, loading software patches, etc.
 3. Vendor must make every effort to ensure this access is secure from unauthorized users. Vendor must be liable for any and all costs associated with events and activities resulting from unauthorized use of this remote access.
- 4.4. Support Services Time Objectives
- A. Critical Response Time
1. Vendor must provide a one (1) hour response time for service calls that GCS has classified as 'critical'.
 2. This response time must be clock time, not business hours, and must be applicable on a 24 hour per day, 7 day per week, 365 day per year basis.
 3. "Response" is defined as a qualified technician on site within the response time, if the trouble cannot be cleared via remote support.
- B. Urgent Response Time
1. Vendor must provide a four (4) hour response time for service calls that GCS has classified as 'urgent'.
 2. This response time must be clock time, not business hours, and must be applicable on a 24 hour per day, 7 day per week, 365 day per year basis.
 3. "Response" is defined as a qualified technician on site within a four hour period, if the trouble cannot be cleared via remote support.
- C. Routine Response Time
1. Vendor must provide a twenty-four (24) hour response time for service affecting calls that GCS has classified as 'routine'.
 2. This response time must be clock time, not business hours, and must be applicable on a business hours basis.
 3. "Response" is defined as a qualified technician on site within a twenty-four (24) hour period, if the trouble cannot be cleared via remote support.
- 4.5. Support Services Activity Log
- A. GCS requires Vendor to provide and maintain a current site log that records all support service activities including responsible personnel, corrective actions, equipment replacement, software revisions, etc.
- 4.6. Special Support Requirements
- A. GCS will require ongoing maintenance of the solution, databases, general ledger, etc. as NC DPI makes changes to accounts, procedures, reporting requirements, etc.

End of Section 09

End of RFP

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

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

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

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

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

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

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

11. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the District for loss of damage of such property.
12. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
13. **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).
14. **ASSIGNMENT:** No assignment of the Contractor's obligations nor the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the District may:
 - a. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).In no event shall such approval and action obligate the District to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
15. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, district, and local agencies having jurisdiction and/or authority.
16. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
17. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract. GCS requires all contractors, regardless of the number of employees, to carry Workers' Compensation Insurance.
 - 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 \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

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

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

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall

survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

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

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

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

24. **SPECIAL REQUIREMENTS REGARDING CRIMINAL BACKGROUND**

- A. Criminal Background Investigations of individuals working on school property (sites occupied with students and sites not occupied with students).

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

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

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.

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 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.

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

NC T&C 11/10
Supplies

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:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - 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:
- 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 \$500,000.00, 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. . GCS requires all contractors, regardless of the number of employees, to carry Workers' Compensation Insurance.
 - Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
 - Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.
- 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

NC T&C 11/10

Supplies

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.
- 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.
 - Decreases:** GCS shall receive full proportionate benefit immediately at any time during the contract period.
 - 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.
 - 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.